



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**



KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

FACSIMILE
(213) 626-1812

November 4, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT NUMBER TWO TO AGREEMENT
NUMBER 72748 WITH WAUSAU FINANCIAL SYSTEMS, INC., TO PROVIDE AN
UPGRADE TO THE REMITTANCE PROCESSING AND IMAGE ARCHIVE SYSTEM
(3 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendment Number Two to Agreement No. 72748 with Wausau Financial Systems, Inc. (WFS), for the provision of a hardware and software upgrade (Upgrade), associated ongoing hardware and software maintenance, and a provision for the purchase of additional user licenses, for the Treasurer and Tax Collector (TTC) Remittance Processing and Image Archive/Optima 3 IMS System, with a total maximum County obligation of \$430,219 over the remaining term of this Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 6, 2000, your Board approved an agreement with WFS (Agreement) for a Remittance Processing and Image Archive System (System). This System was implemented in August 2000 and currently processes over six (6) million payment transactions per year for various accounts receivable applications including property tax. The Remittance Processing component of the System provides an enhanced automated payment process including daily bank deposits, while the Image Archive component of the System supports the imaging of the payment transactions and provides a search engine to facilitate the archiving and research associated with the processed transactions.

On June 3, 2003, the Board approved Amendment Number One to the original agreement with WFS, which upgraded the Image Archive System component (currently known as Optima 3 IMS), providing TTC with a more robust document imaging and management system to better meet TTC's needs. Since the implementation of the upgraded Image Archive System, utilization of the document imaging system is expanding within TTC and among the client users. The proposed amendment will provide for the purchase of additional Optima 3 IMS user licenses to permit the projected expansion of the image management system.

Amendment Number Two (Amendment) to the Agreement will provide for system hardware and system software Upgrade to the Remittance Processing component of the System necessitated by manufacturer upgrades, obsolete products and discontinued technical support services. Effective January 1, 2005, Microsoft, Inc., will no longer support the existing Remittance Processing and Image Archive/Optima 3 IMS System platform of Windows NT. Consequently, the existing system software must be upgraded to include the latest version of the operating software. Since the hardware components of the existing Remittance Processing and Image Archive/Optima 3 IMS System do not support the upgraded operating software, to ensure ongoing System functionality, the existing hardware platform must also be upgraded to accommodate TTC's conversion to the latest, supported version of the operating system software.

Implementation of Strategic Goals

The System Upgrade is in accordance with this Department's approved Business Automation Plan. Implementation of this upgrade will also meet the County's Strategic Plan Goals of Organizational Effectiveness and Service Excellence. The upgraded Remittance Processing and Image Archive System platform will enhance TTC's electronic document management, thereby contributing to the County's goal of a paperless environment and continuous collaboration among departments to provide seamless service delivery.

FISCAL IMPACT/FINANCING

The maximum amount of Amendment Number Two is \$430,219 of which \$68,505 is for System Upgrade acquisition costs, \$41,714 for professional services, specialized contingency fees, and \$320,000 for additional Optima 3 IMS licenses and the associated maintenance fees for expanded use of the system. The Department has funds appropriated in its current budget to cover the maximum amount of the Amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Chief Information Officer concurs with the Department's recommendation, (see attached analysis). The attached Amendment Number Two has been reviewed and approved as to form by County Counsel.

The latest County required contract provisions have been added under Amendment Number One to the Agreement.

Language in the recommended Amendment contains clear performance standards and includes monetary assurance provisions for non-performance.

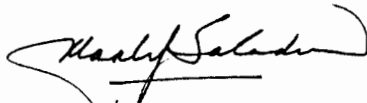
IMPACT ON CURRENT SERVICES

The System Upgrade will be pre-staged at WFS headquarters in Mosinee, Wisconsin prior to delivery and set-up at the permanent site in TTC's payment processing center. This will enable software and hardware component testing with minimal disruption to TTC's operations. The System Upgrade is targeted for full implementation over a weekend, between critical processing jobs to mitigate any transition issues. This will provide sufficient lead-time prior to peak processing periods to complete acceptance testing and ensure that the System performs in accordance with the terms of the Agreement. Full implementation of the System Upgrade will enhance TTC's payment processing and public service functions.

CONCLUSION

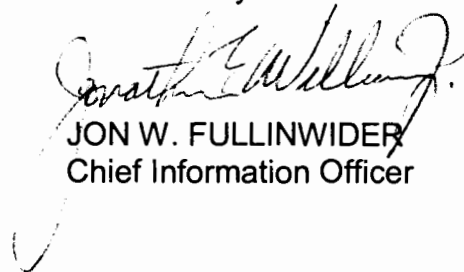
Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of Amendment Number Two to Agreement No. 72748 and one (1) adopted stamped Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

Reviewed by:



JON W. FULLINWIDER
Chief Information Officer

MJS:dhh

Attachments

c: Auditor-Controller
Chief Administrative Officer
Chief Information Officer
County Counsel

CIO ANALYSIS

TREASURER AND TAX COLLECTOR AMENDMENT TO AGREEMENT 72748 WITH WAUSAU FINANCIAL SYSTEMS INC.

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: Yrs # of Option Yrs

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Anthony Yakimowich, Chief Deputy

Budget Information :

Y-T-D Expenditures	\$2,569,749
Requested Contract Amendment Amount	\$ 430,219
Aggregate Contract Amount	\$2,999,968

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

Project/Contract Description:

The Treasurer and Tax Collector (TTC) Remittance Processing and Image Archive System provides automated processing of over six million payment transactions per year for a variety of County accounts receivable applications, including property taxes, as well as document imaging and management of both payment documents and other documents in TTC.

TTC is requesting Board approval of Amendment Number Two to Agreement 72748 with Wausau Financial Systems, Inc. (WFS) for hardware, software and support services required to upgrade the existing remittance processing component of the system and to purchase additional Optima 3 Information Management System (IMS) users licenses – the document imaging and management system component. The upgrade for the remittance processing application is necessary because the system runs on a Windows NT platform, which will no longer be supported by Microsoft Corporation.

Background:

On June 6, 2000, the Board approved an Agreement with WFS for a turnkey Remittance Processing and Image Archive System and continuing hardware and software maintenance and a related software escrow agreement with WFS and DSI Technology Escrow Services. Both agreements were for a term of 60 months. The system was implemented in August 2000 and provides automated payment processing transactions supporting a variety of County accounts receivable applications, including property taxes, as well as providing image capture and retrieval of payment documents in various TTC public service areas.

On June 3, 2003, the Board approved Amendment Number One to Agreement 72748 upgrading the Imaging Archive component to the more robust document imaging and management, Optima (IMS). This system software provides improved document imaging and management, workflow, Computer Output to Laser Disk (COLD) processing capabilities as well as enhanced system security.

TTC is requesting approval of this Amendment to the WFS Agreement to upgrade the existing remittance processing component of the system and to purchase additional Optima 3 Information Management System (IMS) users licenses.

Project Justification/Benefits:

TTC's remittance processing application currently operates on a Windows NT 4.0 platform. In the past year, Microsoft Corporation announced their intent to end support for Windows NT 4.0 operating system (OS) software. The support for Windows NT based servers will end by December 31, 2004. Microsoft discontinued support for Windows NT for desktops computers June 30, 2004. This end of support means that patches to upgrade the software, including critical security patches will no longer be offered to support the NT operating system. The inability to obtain software updates exposes this mission critical application and the County's network to security risks.

This Amendment will support the migration of the remittance processing application to the latest version of Microsoft OS - Windows 2003 Server and Windows XP for the client stations. In addition, it will allow TTC to purchase additional licenses for Optima IMS to permit the expansion of image and document management within the Department and enable other departments, such as the Auditor-Controller and Assessor to access and use the system.

Project Metrics:

The TTC has identified specific tasks and deliverables tied to milestone dates for system upgrade. The contract requires 30 consecutive days of operation with no deficiencies following the cutover to production use. Further, it requires performance benchmark verification during the April 2005 tax season. During this period, system response time will be verified under peak load conditions over a two day period.

Impact If Proposal Is Not Approved:

Microsoft will be ending support of Windows NT based servers by December 31, 2004. Microsoft discontinued support for Windows NT for desktops computers June 30, 2004. Continuing to use this OS for this mission critical application beyond the termination date can expose this mission critical application and the County's network to significant security risks.

Alternatives Considered:

The Department leveraged its existing WFS agreement to obtain this system upgrade. No other alternatives were considered.

Project Risks:

The project risks are minimal and TTC has taken appropriate steps to mitigate any business or system disruption.

Risk Mitigation Measures:

Under this Amendment, WFS will purchase and configure system hardware, install OS software, and pretest the remittance process application before full implementation over a weekend in January to mitigate disruptions to TTC's payment processing operation, and maintain the system over the term of the Agreement.

Financial Analysis:

TTC has spent \$2,569,749 year-to-date on their existing agreement with WFS. The maximum contract amount of the Amendment is \$430,219, of which \$68,505 is for system upgrade costs, \$41,714 for professional services and contingency fees, and \$320,000 for additional Optima 3 IMS licenses and associated maintenance fees. The Department has funds appropriated in its current budget to cover the maximum amount of the Amendment.

CIO Concerns:

None

CIO Recommendations:

The CIO recommends approval of this agreement.

CIO APPROVAL

Date Received:

10/03/2004

Prepared by:

Greg McElmory

Date:

11/04/2004

Approved:

Jonathan L. Williams

Date:

11/04/2004

**AMENDMENT NUMBER TWO
TO
AGREEMENT FOR REMITTANCE PROCESSING AND
IMAGE ARCHIVE SYSTEM
(COUNTY AGREEMENT NUMBER 72748)**

This Amendment Number Two to that certain Agreement Number 72748 for the provision of a Remittance Processing and Image Archive System (hereafter "Remittance Processing & Image Archive") dated June 6, 2000, as amended by Amendment Number One for the provision of an upgrade of the Image Archive component of the System (hereafter "Replacement System Component" or "Optima 3 IMS") dated June 3, 2003 (hereafter collectively "Agreement"), is entered into this ____ day of _____ 2004 by and between the County of Los Angeles (hereafter "COUNTY") and Wausau Financial Systems, Inc., a Wisconsin corporation (hereafter "CONTRACTOR").

WHEREAS, Paragraph 62 (New Technology) of the Agreement requires CONTRACTOR to apprise COUNTY of new technologies, methodologies and techniques which CONTRACTOR considers to be applicable to the System; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY to upgrade the Remittance Processing component of the System and replace it with the proposed system upgrade (hereafter in the Agreement "System Upgrade") and is prepared to provide such System Upgrade to COUNTY; and

WHEREAS, CONTRACTOR and COUNTY desire to amend the Agreement to implement the System Upgrade and to increase the Contract Sum; and

WHEREAS, Paragraph 6 (Change Notices and Amendments) of the Agreement provides that for any change which affects the scope of work, term, payments or any term or condition included in the Agreement, a negotiated Amendment to the Agreement shall be prepared and executed by COUNTY's Board of Supervisors and CONTRACTOR.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree as follows:

1. The Agreement Number 72748 between COUNTY and CONTRACTOR, dated June 6, 2000, including Amendment Number One dated June 3, 2003, is hereby incorporated by reference, and all of its terms and conditions shall be given full force and effect as if fully set forth herein.
2. Exhibit A (Statement of Work – Remittance Processing & Image Archive) is amended by adding pages iii to iv to the Table of Contents and pages A-26 to A-41 to the body of such Exhibit A, all attached hereto as Attachment 1 and incorporated herein by reference. Each added page is designated at the bottom as "Added Under Amendment No. 2 to Agreement".
3. Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) is amended by adding pages A-B8 to A-B12, all attached hereto as

Attachment 2 and incorporated herein by reference. Each added page is designated at the bottom as "Added Under Amendment No. 2 to Agreement".

4. Exhibit B (Schedule of Payments – Remittance Processing & Image Archive) is amended by adding pages B-3 to B-4, all attached hereto as Attachment 3 and incorporated herein by reference. Each added page is designated at the bottom as "Added Under Amendment No. 2 to Agreement".
5. Exhibit C (Project Schedule – Remittance Processing & Image Archive) is amended by adding page C-3, attached hereto as Attachment 4 and incorporated herein by reference. The added page is designated at the bottom as "Added Under Amendment No. 2 to Agreement".
6. Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) is deleted in its entirety and replaced by revised pages D-8 to D-20, attached hereto as Attachment 5 and incorporated herein by reference. Each revised page is designated at the bottom as "Revised Under Amendment No. 2 to Agreement".
7. Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) is deleted in its entirety and replaced by revised Attachment B.1 to Exhibit A.1, attached hereto as Attachment 6 and incorporated herein by reference. Each page of revised Attachment B.1 to Exhibit A.1 is designated at the bottom as "Revised Under Amendment No. 2 to Agreement".
8. Schedule II (Maintenance Fee Schedule) to Exhibit D.1 (Schedule of Maintenance – Optima 3 IMS) is deleted in its entirety and replaced by revised pages D.1-8 to D.1-11, attached hereto as Attachment 7 and incorporated herein by reference. Each revised page of Schedule II to Exhibit D.1 is designated at the bottom as "Revised Under Amendment No. 2 to Agreement".
9. Subparagraph 1.3 (Definitions) of the body of the Agreement is amended by revising and adding Subparagraphs 1.3.22 and 1.3.42, respectively, to read as follows:

1.3.22 Final Acceptance:

As used herein, the term "Final Acceptance" shall mean COUNTY's written approval of Deliverables 10.2 (Completion and Documentation of Performance Benchmark Verification) and 19 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS).

1.3.42 System Upgrade:

As used herein, the term "System Upgrade" shall have the meaning set forth in Paragraph 79 (System Upgrade).

10. Subparagraph 2.1.1 of the body of the Agreement is amended to read as follows:

- 2.1.1 COUNTY's Project Coordinator shall be the following person or his/her designee:
- Sharon Perkins
Operations Chief
Treasurer and Tax Collector
500 West Temple Street, Room 425
Los Angeles, CA 90012
Phone (213) 974-2106
Email: sperkins@co.la.ca.us
11. Subparagraph 2.2.1 of the body of the Agreement is amended to read as follows:
- 2.2.1 COUNTY's Project Director shall be the following person or his/her designee:
- Mark Oune
Assistant Treasurer and Tax Collector
Treasurer and Tax Collector
500 West Temple Street, Room 434
Los Angeles, CA 90012
Phone (213) 974-7363
Email: moune@co.la.ca.us
12. Subparagraph 2.3.1 of the body of the Agreement is amended to read as follows:
- 2.3.1 COUNTY's Project Managers shall be the following person or his/her designee:
- Lourdes Guerrero
Manager, Systems Division
Treasurer and Tax Collector
500 West Temple Street, Room 409
Los Angeles, CA 90012
Phone (213) 974-7618
Email: lguerrero@co.la.ca.us
13. Subparagraph 3.1.1 of the body of the Agreement is amended to read as follows:
- 3.1.1 CONTRACTOR's Project Director shall be the following person who shall be a full-time employee of CONTRACTOR:
- Doug Wallace
Southwest Territory Manager
Wausau Financial Systems, Inc.
875 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2486
Email: dwallace@wausaufs.com
14. Subparagraph 3.2.1 of the body of the Agreement is amended to read as follows:

- 3.2.1 CONTRACTOR's Project Managers shall be the following persons who shall be full-time employees of CONTRACTOR:

For Remittance Processing & Image Archive:

James Snavely
Wausau Financial Systems, Inc.
875 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2361
Email: jsnavely@wausaufs.com

For Optima 3 IMS:

Lisa Zastrow
Wausau Financial Systems, Inc.
9 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2126
Email: lzastrow@wausaufs.com

For System Upgrade:

Jon Stahlecker
Wausau Financial Systems, Inc.
9 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2126
Email: jstahlecker@wausaufs.com

OR

Kent Schroeder
Wausau Financial Systems, Inc.
9 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2126
Email: kschroeder@wausaufs.com

OR

Tim Wysocki
Wausau Financial Systems, Inc.
9 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2126
Email: twysocki@wausaufs.com

OR

Lori Peatman
Wausau Financial Systems, Inc.
9 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2126
Email: lpeatman@wausaufs.com

15. Subparagraph 3.3 (Approval of CONTRACTOR's Staff) of the body of the Agreement is amended to read as follows:

3.3 Approval of CONTRACTOR's Staff:

COUNTY approves the proposed members of CONTRACTOR's key personnel listed in this Subparagraph 3.3. COUNTY has the right to approve or disapprove any proposed deletion from or other changes in such staff. COUNTY's Project Director may request replacement of any member of CONTRACTOR's staff performing, or offering to perform, work hereunder, including, but not limited to, CONTRACTOR's key personnel listed in this Subparagraph 3.3. Such replacement staff shall be mutually agreed to between CONTRACTOR and COUNTY. For CONTRACTOR's key personnel listed in this Subparagraph 3.3, CONTRACTOR shall provide COUNTY with a resume of each such proposed initial staff member, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager and proposed substitute and an opportunity to interview such person prior to his/her performance of any work hereunder.

For purposes of this Subparagraph 3.3, CONTRACTOR's key personnel shall mean the following positions: (a) CONTRACTOR's Project Director; and (b) CONTRACTOR's Project Manager.

The following persons shall be provided by CONTRACTOR and are hereby approved as of the Effective Date by COUNTY in the following key roles:

For Remittance Processing & Image Archive:

<u>Key Role</u>	<u>Individual</u>
Project Director	Doug Wallace
Project Manager	James Snaveley
Implementation Specialist	Dave Paschen
Implementation Specialist	Matthew Dowds
Implementation Specialist	Sam Golbach
Technical Advisor	Dan Dallman
Additional Key Staff	Mark Johnson
Additional Key Staff	Jennifer Johnson
Additional Key Staff	Patrick Brzinski
Additional Key Staff	Al Voigt
Additional Key Staff	Boyd Boedeker
Additional Key Staff	Kurt Danielson

For Optima 3 IMS:

<u>Key Role</u>	<u>Individual</u>
Project Director	Doug Wallace
Project Manager	Lisa Zastrow
Project Coordinator	Chad Selenske
Implementation Specialist	Charles Rimpila

Technical Advisor
Technical Advisor
Additional Key Staff

Doug Hanson
Ann Babl
Barry Dilts

For System Upgrade:

<u>Key Role</u>	<u>Individual</u>
Project Director	Doug Wallace
Project Manager	Jon Stahlecker
Project Manager	Kent Schroeder
Project Manager	Tim Wysocki
Project Manager	Lori Peatman
Implementation Specialist	Ed Giallombardo
Implementation Specialist	Kevin Minshell
Implementation Specialist	Melissa Hvidsten
Implementation Specialist	Sy Miller
Implementation Specialist	Don Oakes
Technical Advisor	Scott Kluge
Technical Advisor	Scott Pankow
Additional Key Staff	Mark Johnson
Additional Key Staff	Jennifer Slusher
Additional Key Staff	Karlene McEwen
Additional Key Staff	Shijun Seliger
Additional Key Staff	Ron Neumann
Additional Key Staff	Kurt Danielson
Additional Key Staff	Jacob Omernik
Additional Key Staff	Ron Raczkowski
Additional Key Staff	Nate Feldner
Additional Key Staff	Dean Liska
Additional Key Staff	Keith Jecevicus

In addition, CONTRACTOR represents and warrants that from the Effective Date through the successful completion of Milestone 10 (Successful Maintenance Of Production Use of System for Thirty (30) Consecutive Days With No Deficiencies Upon System Upgrade), as described in Exhibit A (Statement of Work – Remittance Processing & Image Archive), it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager.

CONTRACTOR shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Agreement, CONTRACTOR shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement.

CONTRACTOR shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with the Project Control Documents approved by COUNTY pursuant to Tasks 1 (Project Planning) and 12 (Project Planning – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 1 (Project Planning) of Exhibit A.1 (Statement of Work - Optima 3 IMS).

In the event CONTRACTOR should ever need to remove CONTRACTOR's Project Director, CONTRACTOR's Project Manager, or Technical Advisors of CONTRACTOR from performing work under this Agreement, CONTRACTOR shall provide COUNTY with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with COUNTY on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All staff employed by and on behalf of CONTRACTOR shall be adults who are fully fluent in both spoken and written English.

16. Subparagraph 4.5.1 (Milestones – Remittance Processing & Image Archive) of the body of the Agreement is amended to read as follows:

4.5.1 Milestone –Remittance Processing and Image Archive:

The work to be carried out hereunder for Remittance Processing & Image Archive recognizes ten (10) milestones (hereafter, together and alternatively with definition in Subparagraph 4.5.2 (Milestones – Optima 3 IMS), "Milestone(s)") being the completion of the following:

- (1) Milestone 1: Successful completion of the Final Design Document as described in Subtask 3.3 (Develop Final Design Document) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before June 14, 2000.
- (2) Milestone 2: Successful completion of COUNTY User Testing as described in Subtask 7.4 (Conduct User Testing of the System) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before July 26, 2000.
- (3) Milestone 3: Successful completion of COUNTY User Testing as described in Subtask 8.4 (Conduct User Testing of the System at Preliminary Site) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) which shall take place on or before August 7, 2000.
- (4) Milestone 4: Successful completion of System Cutover to Production Use as described in Subtask 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) which shall take place on or before August 15, 2000.

- (5) Milestone 5: Successful Maintenance of Production Use of System for Thirty (30) Consecutive Days with No Deficiencies as described in Subtask 9.6 (Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) which shall take place on or before September 15, 2000.
- (6) Milestone 6: Successful completion of Performance Benchmark Verification as described in Subtask 10.2 (Conduct Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before December 12, 2000.
- (7) Milestone 7: Successful completion of Analysis and Recommendation of System Hardware and System Software Upon System Upgrade as described in Subtask 14 (Analyze and Approve Existing System Hardware and System Software - System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before November 19, 2004.
- (8) Milestone 8: Successful completion of User Testing upon System Upgrade as described in Subtask 15.3 (Demonstrate System Test at Pre Staging Test Site - System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before December 15, 2004.
- (9) Milestone 9: Successful completion of System Cutover to Production Use upon System Upgrade as described in Subtask 18.5 (System Cutover to Production Use - System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before January 18, 2005.
- (10) Milestone 10: Successful Maintenance of Production Use of System upon System Upgrade for Thirty (30) Consecutive Days with No Deficiencies as described in Subtask 18.6 (Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies - System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before February 17, 2005.

Exhibit C (Project Schedule - Remittance Processing & Image Archive) sets forth dates for completion of each Milestone. A Milestone shall be deemed completed for purposes of this Subparagraph 4.5.1 on the earliest date that all of the Tasks, subtasks, Deliverables, goods, services and other work required for completion of such Milestone are completed and delivered to COUNTY, provided that all of such tasks, subtasks, Deliverables, goods, services and other work required for completion of such Milestone are thereafter approved in writing by COUNTY pursuant to Subparagraph 2.5 (Approval of Work). The determination of whether each Milestone has been so completed and so approved, and of the date upon which such Milestone was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Milestone has been completed and is

given all the necessary information, data and documentation to verify such completion. A failure by CONTRACTOR to complete any Milestone by the applicable date set forth above (as such date may be modified pursuant to Subparagraph 6.5 or Paragraph 35 (Notice of Delays)) shall be subject to the provisions of Subparagraph 7.2 (Credits to COUNTY), Subparagraph 7.3 (Termination) and Paragraph 32 (Termination for Default).

17. Subparagraph 7.1 (General) of the body of the Agreement is amended to read as follows:

7.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due CONTRACTOR for that work.

Unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by COUNTY's Board of Supervisors and CONTRACTOR pursuant to Paragraph 6 (Change Notices and Amendments), the Contract Sum, including all applicable taxes, authorized by COUNTY hereunder shall not exceed the following:

- (i) For Remittance Processing & Image Archive Including System Upgrade:

One Million Five Hundred Six Thousand Sixty-Five Dollars (\$1,506,066); plus up to Seven Hundred and Eight Thousand Six Hundred Forty-Five Dollars (\$708,645) for maintenance services; plus Two Hundred Thirty-Eight Thousand Nine Hundred Twenty-One Dollars (\$238,921) for other professional services; plus Forty One Thousand Seven Hundred Fourteen Dollars (\$41,714) of System Upgrade implementation and installation services; for a total amount of up to Two Million Four Hundred Ninety Five Thousand Three Hundred Forty-Six Dollars (\$2,495,346).

- (ii) For Optima 3 IMS:

Four Hundred Three Thousand Nine Hundred Fifty-Nine Dollars (\$403,959) plus One Hundred Thirty Thousand Two Hundred Sixty-Six Dollars (\$130,266) for maintenance services plus Three Hundred Twenty One Thousand Seven Hundred Fifty-One Dollars (\$321,751) for other professional services, which shall include, but not be limited to, additional licenses at the fixed price set forth in Attachment B.1 (Schedule of System Hardware and Software - Optima 3 IMS) of Exhibit A.1 (Statement of Work - Optima 3 IMS), for a total amount of Eight

Hundred Fifty-Five Thousand Nine Hundred Seventy-Six Dollars
(\$855,976).

Notwithstanding any provision of this Subparagraph 7.1, CONTRACTOR shall fully perform and complete all work required of CONTRACTOR by this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement.

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorized under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided in Paragraph 63 (Notices).

18. Subparagraph 7.6 (Implementation and Installation Services – System Upgrade) is added to the body of the Agreement to read as follows:

7.6 Implementation and Installation Services – System Upgrade

CONTRACTOR shall provide to COUNTY implementation and installation services for System Upgrade in accordance with Tasks 15 (System Hardware and System Software Installation for Set Up and Pre Staging Test Site – System Upgrade), 16 (Data Migration – System Upgrade) and 18 (System Set Up and Configuration at Permanent Site at County Facility – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) at the rates set forth in Section III (Implementation and Installation Services – System Upgrade) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive). COUNTY's maximum obligation for System Upgrade Implementation and Installation services shall be the amount set forth in Section V (Implementation and Installation Services – System Upgrade) of Exhibit B (Schedule of Payments – Remittance Processing & Image Archive).

19. Subparagraph 8.4.1 (Payments – Remittance Processing & Image Archive) of the body of the Agreement is amended to read as follows:

8.4.1 Payments - Remittance Processing & Image Archive:

For Remittance Processing & Image Archive, County will pay the following amounts at the following times:

- A. CONTRACTOR's invoice for Deliverable 3.3 (Final Design Document) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.

- B. CONTRACTOR's invoice for Deliverable 7.1 (Installed, Operable, and Tested System Hardware at Pre Staging Test Site) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- C. CONTRACTOR's invoice for Deliverable 7.4 (Successful User Testing) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- D. CONTRACTOR's invoice for Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- E. CONTRACTOR's invoice for Deliverable 9.6 (Production Use of System for Thirty (30) Consecutive Days With No Deficiencies) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- F. CONTRACTOR's invoice for Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- G. CONTRACTOR's invoice for each Custom Programming Modification requested by COUNTY pursuant to Subparagraph 7.5.1 (Other

Professional Services – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Total Fixed Price set forth in COUNTY approved System Design Report, after COUNTY has approved in writing Deliverable 11.3 (Production Use of Custom Programming Modifications) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) for such Custom Programming Modification.

- H. CONTRACTOR's invoice for each COUNTY request for other professional services pursuant to Subparagraph 7.5.1 (Other Professional Services – Remittance Processing & Image Archive) other than Custom Programming Modifications shall be submitted to COUNTY, in the amount of the Maximum Total Fixed Price set forth in COUNTY-approved written quotation, after COUNTY has approved in writing the particular other professional services and all deliverables associated with such services as determined by COUNTY's Project Director in his/her sole discretion.
- I. CONTRACTORS's invoice for Deliverable 15.1 (Installed, Made Operable, and Tested System Hardware at Pre Staging Site – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments – Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- J. CONTRACTORS's invoice for Deliverable 16.2 (Successful User Testing at the Pre Staging Test Site – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments – Remittance Processing & Image Archive Upgrade), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- K. CONTRACTORS's invoice for Deliverable 18.2 (Installed, Made Operable, and Tested System Hardware at Permanent Site – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments – Remittance Processing & Image Archive Upgrade), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- L. CONTRACTORS's invoice for Deliverable 18.6 (Production Use of System for Thirty (30) Consecutive Days with No Deficiencies – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the

Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments – Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.

- M. CONTRACTORS's invoice for Deliverable 19 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments – Remittance Processing & Image Archive Upgrade), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.

- 20. Subparagraph 8.5 (County's Right to Withhold Payment) of the body of the Agreement is amended to read as follows:

8.5 County's Right to Withhold Payment:

Notwithstanding any other provision of this Agreement, and in addition to any rights of COUNTY given by law or provided in this Agreement, COUNTY may upon written notice to CONTRACTOR withhold payment for any Deliverable while CONTRACTOR is in default hereunder, or at any time that CONTRACTOR has not provided a COUNTY-approved Deliverable which under the approved Project Control Document pursuant to Deliverable 1 (Project Control Document) or Deliverable 12 (Project Control Document – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Deliverable 1 (Project Control Document) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, is identified as dependent on, and is scheduled to be delivered prior to or concurrently with, the Deliverable for which payment would otherwise be due and is withheld.

- 21. Subparagraph 9.1 (General) of the body of the Agreement is amended to read as follows:

9.1 General:

- A. The Remittance Processing & Image Archive System and Optima 3 IMS System shall achieve Final Acceptance by COUNTY when and if: COUNTY's Project Director has approved, in writing, Deliverables 10.2 (Completion and Documentation of Performance Benchmark Verification) and 19 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for the Remittance Processing & Image Archive System and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for the Optima 3 IMS System, confirming that the System has been successfully completed and that CONTRACTOR has successfully completed all corrective action for all

material Deficiencies, as determined in the sole judgment of COUNTY's Project Director, subject to the provisions of Paragraph 61 (Dispute Resolution Procedure).

- B. For purposes of this Subparagraph 9.1, CONTRACTOR acknowledges and agrees that the determination by COUNTY's Project Director in his/her sole judgment, subject to Paragraph 61 (Dispute Resolution Procedure), with respect to whether a Deficiency is material may include, without limitation, the determination that the following are material Deficiencies: (a) any Deficiency that results in data loss, data corruption, abnormal termination of a program (i.e., a crash, quit, exit or similar phenomenon) an infinite loop, a "hang", an arithmetic or logic error, or similar manifest malfunction; (b) any Deficiency that results in System Components that COUNTY's Project Director, in his/her sole judgment, determines to be important or essential, becoming inoperable or nonfunctional; (c) any Deficiency that has a significant adverse impact on the operations to be performed using the System or any System Component(s) as determined by COUNTY's Project Director, in his/her sole judgment, subject to Paragraph 61 (Dispute Resolution Procedure); (d) any Deficiency that substantially reduces Users' ability to use, or causes intermittent inoperability of, one or more material functions of the System or any System Component(s) as determined by COUNTY's Project Director in his/her sole judgment; (e) any Deficiency that results in the System or any System Component(s) failing to comply with Subsection 10.4.G (Year 2000 Warranty); and (f) any other Deficiency that COUNTY's Project Director, in his/her sole judgment, determines to be material. CONTRACTOR further acknowledges and agrees that the determination by COUNTY's Project Director in his/her sole judgment with respect to whether a Deficiency is material may include, without limitation, the determination that it constitutes a material Deficiency for the System to have a significant number of Deficiencies, even if each individual Deficiency, when evaluated individually, may not be considered to be material.

22. Subparagraph 9.2 (CONTRACTOR Tests) of the body of the Agreement is amended to read as follows:

9.2 CONTRACTOR Tests:

CONTRACTOR shall conduct all tests specified in this Subparagraph 9.2 and in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS), except User Tests as specified in Subparagraph 9.3 (User Tests), Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS). Such CONTRACTOR tests shall include, without limitation, the following:

- A. Unit Testing. Unit Testing as set forth in (i) Task 4 (Operating Software and Baseline Application Software Set Up) and/or Task 5 (Baseline Application Modifications), as the case may be, of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or (ii) Task 4

(Operating Software and Baseline Application Software Set Up) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, to confirm that each and every individual component and subcomponent of each and every System Component operates properly in accordance with all Specifications and all provisions of this Agreement and with no Deficiencies.

- B. System Testing. System Testing as set forth in (i) Task 4 (Operating Software and Baseline Application Software Set Up), Task 5 (Baseline Application Modifications), Task 7 (System Hardware and System Software Installation for Set Up and Pre Staging Test Environment), Task 8 (Delivery and Installation of System Hardware and System Software at the Preliminary Site at COUNTY Facility), and Task 9 (System Set Up and Configuration at Permanent Site at COUNTY Facility), as the case may be, of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or (ii) Task 4 (Operating Software and Baseline Application Software Setup), Task 6 (Interfaces) Task 8 (System Setup and Configuration at Permanent Site at County Facility), Task 15 (System Hardware and System Software Installation for Set Up and Pre Staging Test Site – System Upgrade) and Task 18 (System Set Up and Configuration at Permanent Site at County Facility – System Upgrade), as the case maybe, of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, to confirm that each and every System Component operates properly with each and every other System Component in accordance with all Specifications and all provisions of this Agreement and with no Deficiencies.

CONTRACTOR shall give COUNTY written notice of each System Test, and designated representatives of COUNTY may observe the System Tests and verify the results, as COUNTY deems necessary or appropriate. Upon satisfactory completion of each System Test, CONTRACTOR shall deliver to COUNTY a written certification of successful completion of the applicable System Test.

23. Subparagraph 9.3 (User Tests) of the body of the Agreement is amended to read as follows:

9.3 User Tests:

After CONTRACTOR delivers the certification of successful completion of all applicable CONTRACTOR System Tests in accordance with Subparagraph 9.2 (CONTRACTOR Tests) COUNTY shall conduct User Testing as also described in Subtask 7.4 (Conduct User Testing of the System), Subtask 8.4 (Conduct User Testing of the System at Preliminary Site), Subtask 9.4 (Conduct User Testing of the System at the Permanent Site) and Subtask 16.2 (Conduct User Testing of the System at the Permanent Site – System Upgrade), as applicable, of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Subtask 8.4 (Conduct User Testing of the System at the Permanent Site) of Exhibit A.1 (Statement of Work - Optima 3 IMS), pursuant to which COUNTY will perform, with the active assistance and support of CONTRACTOR, such tests as COUNTY may deem appropriate to

confirm whether each System Component works in accordance with applicable Specifications and all provisions of this Agreement.

24. Subparagraph 9.4 (Conduct Performance Benchmark Verification) of the body of the Agreement is amended to read as follows:

9.4 Conduct Performance Benchmark Verification:

- 9.4.1 CONTRACTOR shall conduct Performance Benchmark Verification as described in Tasks 10 (Performance Benchmark Verification) and 19 (Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 9 (Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS).
- 9.4.2 CONTRACTOR shall have successfully completed Tasks 10 (Performance Benchmark Verification) and 19 (Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 9 (Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS) which include, without limitation, stress and reliability testing of the System, after COUNTY's Project Director has approved, in writing, Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) or Deliverable 19 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable.
- 9.4.3 In the event the System fails to successfully complete the Performance Benchmark Verification as described in Task 10 (Performance Benchmark Verification) or Task 19 (Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Task 9 (Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, CONTRACTOR shall provide COUNTY with a diagnosis of the Deficiencies and proposed solution(s). COUNTY's Project Director, in his/her sole discretion, may reject any proposed solution, which he/she believes is unreasonable.

If the System fails to successfully complete such Performance Benchmark Verification and CONTRACTOR is unable to correct all Deficiencies in a manner acceptable to COUNTY's Project Director in the sole exercise of his/her discretion, then CONTRACTOR and COUNTY shall jointly configure, and CONTRACTOR shall purchase and install, at its own cost and expense, all additional hardware and software components necessary to address and correct such Deficiencies in order to cause the System successfully to complete the Performance Benchmark Verification.

Title to each such additional component of hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of, and payment for, Deliverables 10.2 (Completion and Documentation of Performance Benchmark Verification) and 19 (Completion and Documentation

of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable. CONTRACTOR shall provide COUNTY with a License (as defined in Subparagraph 11.2.A) to each such additional component of software upon COUNTY's written approval of, and payment for, Deliverables 10.2 and 19 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable. CONTRACTOR warrants to COUNTY that each component of such additional hardware shall be owned by CONTRACTOR and, upon the date of title transfer to COUNTY, shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants to COUNTY that upon COUNTY's written approval of, and payment for, Deliverables 10.2 (Completion and Documentation of Performance Benchmark Verification) and 18.1 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, each component of such additional hardware shall be owned by COUNTY. Upon COUNTY's written approval of, and payment for, Deliverables 10.2 (Completion and Documentation of Performance Benchmark Verification) and 19 (Completion and Documentation of Performance Benchmark Verification – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, each such additional software component shall be deemed to constitute a component of Application Software or Operating Software, as applicable, and each such additional hardware component shall be deemed to constitute a component of System Hardware comprising part of the System, and all such additional software and additional hardware shall be subject to the warranty provisions set forth in this Agreement, including, without limitation, Paragraph 10 (Warranty) and Paragraph 58 (Warranty Pass-Through).

25. Subparagraph 10.2 (Warranty Periods for Warranty Services) of the body of the Agreement is amended to read as follows:

10.2 Warranty Periods for Warranty Services:

CONTRACTOR hereby warrants to COUNTY that the System Software and System Hardware shall perform in accordance with the Specifications and this Agreement for the periods described as follows:

- A. For each System Hardware component, CONTRACTOR's warranty shall commence upon COUNTY's written approval of (i) Deliverables 9.5 (System Cutover to Production Use) and 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work -

Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, and shall continue for ninety (90) days thereafter.

- B. For each System Software component, CONTRACTOR's warranty shall commence upon COUNTY's written approval of (i) Deliverables 9.5 (System Cutover to Production Use) and 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, and shall continue thereafter for the term of this Agreement.

26. Subparagraph 10.5 (Additional Warranties) of the body of the Agreement is amended to read as follows:

10.5 Additional Warranties

CONTRACTOR further represents, warrants, covenants and agrees throughout the term of this Agreement to all of the following in providing the System Software, System Hardware and services of CONTRACTOR described herein:

- A. COUNTY shall be entitled to use the System and all System Components without interruption of System use, subject only to COUNTY's obligation to make the required payments under this Agreement. CONTRACTOR represents and warrants that this Agreement is neither subject nor subordinate to any right or claim of any third party, including, without limitation, CONTRACTOR's creditors. Further, CONTRACTOR represents and warrants that, during the term of this Agreement, it shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of COUNTY, and without providing in such subordination instrument for non-disturbance of COUNTY's use of the System and System Components in accordance with this Agreement.
- B. All the System Hardware shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as more fully set forth in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS), as determined by COUNTY.
- C. All System Software shall operate and conform to all Specifications. Further, all of the same shall be free from all material programming errors and material defects in workmanship and materials, and the determination of whether programming errors and defects are material shall be made by COUNTY in the same manner as COUNTY determines material Deficiencies as set forth in Subparagraph 9.1 (General).

- D. In accordance with the provisions of Subparagraph 11.3 (Source Code), CONTRACTOR shall supply Escrow Agent with all source code for all System Software and all Documentation and other proprietary information related to such source code for the entire term of the License (other than source code for certain Third Party Software (i) not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22, 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, for which CONTRACTOR does not have the right to provide source code). CONTRACTOR shall ensure that the Escrow Agent has at all times been delivered the most current version of the source code, as well as object code for all System Software.
- E. CONTRACTOR is duly authorized to grant to COUNTY all right, title and interest in and to the System Hardware. CONTRACTOR further warrants that each component of the System Hardware to be provided to COUNTY shall be owned by CONTRACTOR and, upon the date of title transfer to COUNTY, such component shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants that upon COUNTY's written approval of, and payment for, Deliverables 9.5 (System Cutover to Production Use) and 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS), title to each such component shall automatically transfer from CONTRACTOR to COUNTY.
- F. CONTRACTOR is duly authorized to grant to COUNTY all rights, including, but not limited to, license rights, granted by this Agreement with respect to all System Software

27. Subparagraph 10.10 (Third Party Software) of the body of the Agreement is amended to read as follows:

10.10 Third Party Software:

All components of System Software, (i) except Items 6 and 26, shown in Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) except Items 25 and 26, shown in Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) are owned by third parties (hereinafter "Third Party Software"). CONTRACTOR hereby represents and warrants that such Items 6 and 26 of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive)

and Items 25 and 26 of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) are owned by CONTRACTOR and that none of the System Software, other than the Third Party Software, is owned by third parties.

CONTRACTOR represents and warrants that it has a license to modify, and may have a need to modify, certain Third Party Software (i) owned by Kyrus Image Software, shown as Items 5, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24, 25, 105, 106 and 108 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) owned by Hyland shown as Items 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28 and 29 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), in order for the System to fully perform in accordance with all requirements of this Agreement.

CONTRACTOR represents and warrants that it has not modified and shall not modify, nor does CONTRACTOR have any need to modify, certain Third Party Software (i) not owned by Kyrus Image Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22, 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), in order for the System to fully perform in accordance with all requirements of this Agreement. CONTRACTOR represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to COUNTY in the same unmodified form as received by CONTRACTOR from the applicable third party. CONTRACTOR represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of such Third Party Software by CONTRACTOR or otherwise.

COUNTY acknowledges that it may have to execute certain third party license agreements in respect to Third Party Software. These third party license agreements shall be at no cost to COUNTY and shall include reasonable terms and conditions as determined by COUNTY. To the extent that any such third party license agreement conflicts with this Agreement as it applies to COUNTY's right to use the System Software or modify the System Software, CONTRACTOR shall take all necessary action and pay all sums required to provide COUNTY with all the rights to use and modify the System Software afforded by this Agreement. CONTRACTOR warrants that whether or not such third party license agreements are required of COUNTY, COUNTY shall receive perpetual licenses of all Third Party Software that shall allow use of the System Software in accordance with all of the terms of this Agreement. Without limiting the foregoing, CONTRACTOR shall be responsible for

acquiring for and delivering to COUNTY, at the sole cost of CONTRACTOR, a license permitting the use of all Third Party Software by an unlimited number of Users of the devices comprising the System Hardware (and any other hardware described in Subparagraph 11.2 (License)), except that (1) Item 24 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) shall have a license permitting the use of twenty (25) concurrent Users and (2) Items 20, 21, 23, 24, 28 and 29 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3IMS) shall have a license permitting the use of (i) thirty-five (35) named, (ii) ten concurrent (10), (iii) eighty-four (84) concurrent, (iv) fifteen (15) named (v) eighty-four (84) concurrent and (vi) fifteen (15) concurrent Users respectively.

The licenses acquired and delivered to COUNTY pursuant to this Subparagraph 10.10 do not and shall not in any way limit COUNTY's rights pursuant to Subparagraph 11.2 (License).

In the event it nonetheless becomes necessary to modify certain Third Party Software (i) not owned by Kyrus Image Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22, 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) not owned by Hyland, shown as Items 7, 8, 9, 10, 12 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), to satisfy any of the requirements of this Agreement, CONTRACTOR shall promptly, at no cost to COUNTY, either: (1) obtain a license from the appropriate third party which shall enable CONTRACTOR to modify such Third Party Software, and CONTRACTOR shall provide all necessary modifications or (2) to the extent that CONTRACTOR is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in COUNTY's Project Director's reasonable determination, in lieu of modifying such Third Party Software. If COUNTY exercises its option to terminate this Agreement for convenience pursuant to Paragraph 34 (Termination for Convenience), the obligations of CONTRACTOR as set forth in this Subparagraph 10.10 shall be null and void. Nothing herein shall require CONTRACTOR to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

28. Subparagraph 10.11.3 of the body of the Agreement is amended to read as follows:

10.11.3 It is further provided that:

- A. The Response Time Warranty Period shall commence upon COUNTY's written approval of (i) Deliverables 9.5 (System Cutover to Production Use) and 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) Deliverable 8.5

(System Cutover to Production Use) of Exhibit A.1 (Statement of Work – Optima 3 IMS) for Optima 3 IMS, as applicable, and shall continue for the entire term of this Agreement.

- B. The following process shall be used to monitor Response Time compliance:
1. In the event COUNTY's Project Director believes that the System's Response Times are not in compliance with the Response Time measurements described in this Subparagraph 10.11, COUNTY shall request that CONTRACTOR monitor the System for eight (8) continuous hours as specified by COUNTY to verify Response Time compliance or noncompliance.
 2. CONTRACTOR shall commence Response Time monitoring within three (3) working days of notification by COUNTY's Project Director, or as mutually agreed to by CONTRACTOR's Project Manager and COUNTY's Project Director.
 3. Prior to commencement of the monitoring period, CONTRACTOR may insert timing code programs within the System Software. Downtime shall be scheduled to allow CONTRACTOR to insert such timing code programs at a time which is mutually agreeable to CONTRACTOR and COUNTY. Such timing code programs shall measure the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response.
 4. Prior to commencement of the monitoring period, COUNTY will notify Users of the conditions and restrictions of System use during the monitoring period as described in this Subparagraph 10.11.
 5. CONTRACTOR shall, with the active participation of COUNTY, monitor the System in accordance with this Subparagraph 10.11.
 6. CONTRACTOR shall provide to COUNTY within two (2) days of completion of the monitoring period a written report documenting the results of such Response Time monitoring. Such report shall state the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction, and such other information, as is agreed to by the parties.
 7. Any network performance shall be excluded from the Response Time Warranty.
- C. The Response Time Warranty shall be subject to the provisions of Attachment D (Response Time Warranty Assumptions – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Attachment D.1 (Response Time Warranty Assumptions – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS).

If after ninety (90) days of CONTRACTOR's delivery to COUNTY of the initial applicable Response Time monitoring written report, CONTRACTOR has not achieved the specified Response Time, CONTRACTOR and COUNTY shall jointly configure, and CONTRACTOR shall purchase and install, at CONTRACTOR's sole expense, all additional hardware and software components necessary to remedy the situation to meet the Response Time as set forth in this Subparagraph 10.11.

Title to each such additional component of hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies. CONTRACTOR shall provide COUNTY with a License (as defined in Subparagraph 11.2.A) to each such additional component of software upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies. CONTRACTOR warrants to COUNTY that each component of such additional hardware shall be owned by CONTRACTOR and, upon the date of title transfer to COUNTY, shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants to COUNTY that upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies, each component of such additional hardware shall be owned by COUNTY. Upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies, each such additional software component shall be deemed to constitute a component of Application Software or Operating Software, as applicable, and each such additional hardware component shall be deemed to constitute a component of System Hardware comprising part of the System, and all such additional software and additional hardware shall be subject to the warranty provisions set forth in this Agreement, including, without limitation, Paragraph 10 (Warranty) and Paragraph 58 (Warranty Pass-Through).

29. Paragraph 11 (Ownership of the System and License) of the body of the Agreement is amended to read as follows:

11. Ownership of the System and License:

11.1 Ownership:

COUNTY shall own all the System Hardware as installed at the Central Site in accordance with Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS). Title to each component of the System Hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of, and payment for, Deliverables 9.5 (Cutover to Production Use) and 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS).

The System Software provided to COUNTY pursuant to this Agreement, other than Third Party Software, is and shall remain the property of CONTRACTOR,

and all such software is subject to the license to COUNTY granted pursuant to Subparagraph 11.2 (License). CONTRACTOR warrants that it is the owner of all of the System Software and all proprietary rights therein, other than Third Party Software, and that none of the System Software other than Third Party Software is owned by or licensed from any other person or entity.

11.2 License:

- A. CONTRACTOR hereby grants to COUNTY, effective as of the Effective Date, a perpetual, nonexclusive license, for all Users of the devices comprising the System Hardware (and any other hardware described in this Subparagraph 11.2), unrestricted except as expressly restricted in this Agreement, non-transferable except as provided in this Agreement:
- (i) To use the System Software, including, without limitation, the Third Party Software, for an unlimited number of Users of the devices comprising the System Hardware (and any other hardware described in this Subparagraph 11.2), except that (a) for Remittance Processing & Image Archive, Item 24 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall have a license permitting the use by twenty (25) concurrent Users up to and including the date of Transition to Optima 3 IMS and (b) for Optima 3 IMS, Items 21 and 23 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) shall have a license permitting the use by ten (10) and eighty-four (84) concurrent Users respectively, and Items 20 and 24 shall have a license permitting the use by thirty-five (35) and fifteen (15) named Users respectively. If the System Hardware malfunctions, then COUNTY may use the System Software on substitute hardware provided by CONTRACTOR or certified in writing by CONTRACTOR for use with the System Software until the malfunction is corrected, as determined by COUNTY's Project Director, and such substitute hardware shall be covered by warranty and maintenance services in the same manner as the System Hardware for which it substitutes. Except as provided in the Tasks and Deliverables for System Upgrade, if at any time during or after the term of this Agreement, CONTRACTOR does not provide maintenance services for the System Hardware, then COUNTY may use the System Software on substitute hardware procured from CONTRACTOR or any other source, and such use shall not constitute a violation of the license to the System Software, provided that (1) upon Director's written request for a particular item of substitute hardware, CONTRACTOR shall furnish Director with a written list of CONTRACTOR-approved substitute hardware which is certified by CONTRACTOR for use with the System Software and which shall also include, for each such item of CONTRACTOR-approved substitute hardware, at least one item from a hardware manufacturer which is independent of

CONTRACTOR, and if CONTRACTOR fails to furnish such written list within five (5) working days of Director's written request, then COUNTY may use the System Software on any substitute hardware selected by COUNTY, in its sole discretion, whether procured from CONTRACTOR or any other source, and (2) if Director, in his sole discretion, determines to consider COUNTY's procurement of substitute hardware not shown on such written list furnished by CONTRACTOR, then (i) Director, in his sole discretion, may request in writing that CONTRACTOR test and certify other substitute hardware selected by COUNTY, in its sole discretion, for use with the System Software, and if so requested, CONTRACTOR shall test and certify such other substitute hardware for use with the System Software if COUNTY procures such services as described in (ii) (a) or (ii) (b) below, as applicable, and (ii) (a) during the term of this Agreement, such testing and certification services by CONTRACTOR may be procured as other professional services pursuant to Subparagraph 7.5 (Other Professional Services) or (b) after the expiration or termination of this Agreement, such testing and certification services by CONTRACTOR may be procured by COUNTY Purchase Order, approved by Director and COUNTY's Purchasing Agent and issued by COUNTY's Purchasing Agent, which is based on CONTRACTOR's written quotation of a maximum fixed price determined by the fixed hourly rate of (a) Two Hundred Ten Dollars (\$210) for Remittance Processing & Image Archive, and (b) Two Hundred Ten Dollars (\$210) for Optima 3 IMS, which fixed hourly rate shall be subject to change, for each year after the expiration or termination of this Agreement, based on and not to exceed the percentage increase or decrease (if any) in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (hereafter "CPI-U"), all Items, for the Los Angeles, Anaheim, Riverside area (1982-84 = 100) for the immediately preceding calendar year period (January 1 through December 31), provided that any change in the fixed hourly rate shall be supported by appropriate documentation consisting of actual CPI-U increases or decreases for the prior calendar year period and such documentation must be approved in writing by Director before any change in the fixed hourly rate shall become effective for the first and subsequent years after the expiration or termination of this Agreement. In no event shall COUNTY pay CONTRACTOR any increase in the fixed hourly rate exceeding the percentage increase in CPI-U for the preceding calendar year period. In addition, COUNTY may use the System Software on other hardware at locations other than the Central Site with the prior written approval of CONTRACTOR's Project Director;

- (ii) To modify the System Software (other than certain Third Party Software (a) not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22, 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing &

Image Archive), and (b) not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)) after such time as one of the conditions described in Subparagraph 11.3.B (Source Code Release Conditions) has occurred which would permit COUNTY to use the Source Code as provided in this Subparagraph 11.2 and Subparagraph 11.3 (Source Code); and

- (iii) To use and modify the Documentation (herein collectively referred to as the "License"). CONTRACTOR warrants (1) that it has full power and authority to grant the License and all other rights granted by this Agreement to COUNTY, (2) that no consent of any other person or entity is required by CONTRACTOR to grant such rights other than consents that have been obtained and are in effect, and (3) that neither the performance of this Agreement by CONTRACTOR, nor the license to, and use by, COUNTY and its Users of the System or System Components in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- B. CONTRACTOR hereby grants to COUNTY, effective as of the Effective Date, a perpetual, nonexclusive license, for all Users, unrestricted except as expressly restricted in this Agreement, non-transferable except as provided in this Agreement to reproduce and use a reasonable number of copies of the System Software by COUNTY for archive and backup purposes and for off-premises storage in the event of a catastrophe; so long as all copies of the System Software contain the copyright or other proprietary notices appearing on the copies as when initially furnished to COUNTY by CONTRACTOR.
- C. For all System Software, CONTRACTOR shall provide to COUNTY all associated Documentation, including, but not limited to, system and user manuals, in a hard copy format and, when available, electronically or on read only CD-ROM.
- D. COUNTY will not reverse engineer or reverse compile the object codes, source codes or algorithms of the System Software. COUNTY will safeguard the System Software with the degree of normal care commensurate with reasonable standards of industry security for the protection of trade secrets and proprietary information, so that, to the extent of such normal care and reasonable standards, no unauthorized use is made of the System Software and no disclosure of any part of the System Software is made to anyone other than to COUNTY's employees, agents or consultants whose duties reasonably require such disclosure. COUNTY will make all such persons aware of their responsibility to fulfill these COUNTY obligations.

- E. If CONTRACTOR markets a successor software product which replaces the System Software (other than the Third Party Software) at any time that Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) has not expired or been terminated by COUNTY, and if, with the consent of COUNTY in its sole discretion, CONTRACTOR ceases to provide maintenance (as defined in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive)) for the applicable System Software at any time during the term of this Agreement, then COUNTY shall be entitled to such successor product at no additional license fees, and COUNTY's license to such successor product shall be the same as COUNTY's license for such System Software. If such successor product so replaces such System Software and if CONTRACTOR so ceases to provide maintenance (as defined in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive)) for the applicable System Software during a period of five (5) to ten (10) years after the Effective Date, then COUNTY shall be entitled to such successor product at a discount of fifty percent (50%) of the then current license fees for such successor product, and COUNTY's license to such successor product shall be the same as COUNTY's license for such System Software.

11.3 Source Code:

A. Escrow of Source Code:

(i) Remittance Processing & Image Archive:

Exhibit J (Escrow Agreement - Remittance Processing & Image Archive) (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(ii), "Escrow Agreement") is an agreement which shall be prepared for execution by CONTRACTOR, COUNTY and DSI Technology Escrow Services, Inc., a Delaware corporation, simultaneously with this Agreement. In accordance with the provisions of the Escrow Agreement, CONTRACTOR shall: (1) within three (3) working days after the Effective Date, deposit with DSI Technology Services, or any successor or other escrow organization approved in advance in writing by Director (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(ii), collectively "Escrow Agent"), the source code for all Application Software and Operating Software (other than certain Third Party Software not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22, 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) for which CONTRACTOR does not have the right to provide source code) and (2) deposit with Escrow Agent the source code for any modifications, updates, enhancements, corrections, patches, improvements, and new releases of all Application Software and Operating Software (other than certain Third Party Software not owned by Kyris Image

Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) promptly after delivery to COUNTY of the corresponding object code. The source code for all Application Software and Operating Software (other than source code for certain Third Party Software not owned by Kyrus Image Software, shown as Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 19, 22 101, 102, 103, 104 and 107 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive)), together with all modifications, updates, enhancements, corrections, patches, improvements, and new releases, are referred to herein collectively (together and alternatively with the definition in Subparagraph 11.3.1(ii)) as "Source Code." CONTRACTOR's duty to deposit the Source Code with Escrow Agent shall continue throughout the term of this Agreement. Escrow Agent shall hold the Source Code unless one of the release conditions described in the Escrow Agreement has occurred which would permit COUNTY to obtain and use the Source Code. The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality (hereafter, together or alternatively with the definition in Subparagraph 11.3. A(ii), "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, CONTRACTOR shall deliver to Escrow Agent a new copy of all deposited Source Code at least once every two (2) years upon written request of COUNTY's Project Director at no charge to COUNTY. Further, in the event the Source Code or any part of it is destroyed or corrupted, then upon COUNTY's Project Director's request, CONTRACTOR shall, deliver a replacement copy of the Source Code to Escrow Agent within thirty (30) days of receipt of COUNTY's written request, at no charge to COUNTY.

All of the fees, expenses and costs of Escrow Agent under the Escrow Agreement shall be billed to COUNTY and shall be paid by COUNTY, at COUNTY's sole expense. The funds required to pay for such fees, expenses and costs during the term of this Agreement shall be drawn from the amount available for other professional services as shown in Exhibit B (Schedule of Payments - Remittance Processing & Image Archive) (i.e., \$238,921) and shall not exceed Nine Thousand Three Hundred Dollars (\$9,300) of such amount.

CONTRACTOR shall fully comply with all of the terms and conditions of the Escrow Agreement.

COUNTY shall not be liable or responsible in any way whatsoever, whether under the Escrow Agreement, this Agreement or otherwise, for: (1) any and all fees, expenses and costs due to Escrow Agent pursuant to the Escrow Agreement and (2) any and all other costs

related to the Escrow Agreement or the escrow, including, but not limited to, indemnification of Escrow Agent.

(ii) Optima 3 IMS:

Exhibit J.1 (Escrow Agreement - Optima 3 IMS) (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(i), "Escrow Agreement"), Software Escrow Agreement Number 5040, dated 19th October, 1994, with all Exhibits, Forms and Addenda thereto, as modified by an Addendum thereto, shall be prepared for execution by Hyland Software, Inc. (hereafter "Hyland"), COUNTY and National Software Escrow, Inc. (hereafter "NSE"), an Ohio corporation, simultaneously with the execution of Amendment Number One to this Agreement. In accordance with the provisions of the Escrow Agreement, CONTRACTOR shall ensure: (1) within three (3) working days after the execution date of Amendment Number One to the Agreement, the deposit with NSE or any successor or other escrow organization approved in advance in writing by Director (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(i), collectively "Escrow Agent"), the source code for all Application Software and Operating Software (other than certain Third Party Software not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)) for which CONTRACTOR does not have the right to provide source code) and (2) the deposit with Escrow Agent the source code for any modifications, updates, enhancements, corrections, patches, improvements, and new releases of all Application Software and Operating Software (other than certain Third Party Software not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)), promptly after delivery to COUNTY of the corresponding object code. The source code for all Application Software and Operating Software (other than source code for certain Third Party Software not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, 25, 26 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)), together with all modifications, updates, enhancements, corrections, patches, improvements, and new releases, are referred to herein collectively, together or alternatively with the definition in Subparagraph 11.3.A(i), as "Source Code." CONTRACTOR's duty to ensure the deposit of the Source Code with Escrow Agent shall continue throughout the term of this Agreement. Escrow Agent shall hold the Source Code unless one of the release conditions described in the Escrow Agreement has occurred which would permit COUNTY to obtain and use the Source Code. The parties acknowledge that as a result of the passage of

time alone, the deposited Source Code may be susceptible to loss of quality (hereafter, together or alternatively with the definition in Subparagraph 11.3.A(i), "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, CONTRACTOR shall ensure the delivery to Escrow Agent of a new copy of all deposited Source Code at least once every two (2) years upon written request of COUNTY's Project Director at no charge to COUNTY. Further, in the event the Source Code or any part of it is destroyed or corrupted, then upon COUNTY's Project Director's request, CONTRACTOR shall ensure, the delivery of a replacement copy of the Source Code to Escrow Agent within thirty (30) days of receipt of COUNTY's written request, at no charge to COUNTY.

All of the fees, expenses and costs of Escrow Agent under the Escrow Agreement shall be billed to COUNTY and shall be paid by COUNTY, at COUNTY's sole expense. The funds required to pay for such fees, expenses and costs during the term of this Agreement shall be drawn from the amount available for other professional services as shown in Exhibit B.1 (Schedule of Payments - Optima 3 IMS) (i.e., \$41,751) and shall not exceed One Thousand Three Hundred Fifty Five Dollars (\$1,355) of such amount.

CONTRACTOR shall ensure Hyland's full compliance with all of the terms and conditions of the Escrow Agreement.

COUNTY shall not be liable or responsible in any way whatsoever, whether under the Escrow Agreement, this Agreement or otherwise, for: (1) any and all fees, expenses and costs due to Escrow Agent pursuant to the Escrow Agreement and (2) any and all other costs related to the Escrow Agreement or the escrow, including, but not limited to, indemnification of Escrow Agent.

- B. Source Code Release Conditions. In accordance with the events for Source Code release (hereafter "Release Conditions") to COUNTY as set forth in the Escrow Agreement, COUNTY shall have the right to immediately obtain from Escrow Agent and begin using the Source Code, at no charge to COUNTY.

The source code for any Optima 3 IMS System Software (other than Third Party Software) not deposited with an Escrow Agent under this Subparagraph 11.3.A(ii) shall be deposited in accordance with Subparagraph 11.3.A(i) (Remittance Processing & Image Archive) above and shall be subject to Exhibit J (Escrow Agreement – Remittance Processing & Image Archive).

- C. COUNTY's Right to Verify Source Code. Regardless of whether any one of the Release Conditions occurs, COUNTY shall have the right to authorize Escrow Agent to verify, at COUNTY's expense, the relevance, completeness, currency, accuracy, and functionality of the Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the Application Software and Operating

Software other than Operating Software which constitutes Third Party Software.

- D. License of Source Code. Upon the occurrence of a Release Condition (or any other release conditions which may be specified under this Agreement), COUNTY is licensed to use the Source Code to perform its own support and maintenance, alter or modify the Source Code, and/or obtain the benefits sought under this Agreement subject to the limitations of Subparagraph 11.3.E (Possession and Use of Source Code). Nothing herein relieves CONTRACTOR of its obligation to provide support and maintenance as provided in this Agreement.
- E. Possession and Use of Source Code. Subject to the provisions of Subparagraph 11.3.D (License of Source Code), Source Code obtained by COUNTY under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection, and other COUNTY obligation specified in this Agreement, provided that COUNTY may make the Source Code available to third parties as needed to assist it in making authorized use of the System. COUNTY may use the Source Code for the sole purpose of supporting its use of the System as expressly permitted under this Agreement or to obtain the benefits sought under this Agreement. In no event shall COUNTY be permitted to grant access to the Source Code to a direct competitor of CONTRACTOR. Likewise, COUNTY shall not be permitted to sell or transfer its rights in the Source Code to any other party. When Source Code is not in use, COUNTY agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, COUNTY shall limit access to its authorized employees and consultants who have a need to know in order to support the System.

30. Subparagraph 21.1 of the body of the Agreement is amended to read as follows:

- 21.1** CONTRACTOR and COUNTY agree that all materials, plans, reports, acceptance test criteria, acceptance test plans, the Project Control Documents, including the System Upgrade PCD, and the Final Design Documents developed under both Exhibit A (Statement of Work – Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work – Optima 3 IMS), departmental procedures and processes, deliverables, data and information, excluding the System Software (hereafter in this Paragraph 21 collectively “Materials”) developed under this Agreement for delivery to COUNTY and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of CONTRACTOR.

31. Subparagraph 32.1 of the body of the Agreement is amended to read as follows:

- 32.1** COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - A. If CONTRACTOR fails to perform or provide any task, subtask, deliverable, goods, service, or other work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any

(if no cure period is specified in the Agreement, CONTRACTOR shall have fifteen (15) days to cure prior to termination under this Subparagraph 32.1.A), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph 32.1.A shall in any way limit or modify any rights of COUNTY or obligations of CONTRACTOR relating to timely performance by CONTRACTOR as otherwise set forth in this Agreement); or

- B. If CONTRACTOR fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure; provided that (i) CONTRACTOR shall not be entitled to any cure period, except as provided in Subparagraph 7.2 (Credits to County), and COUNTY may terminate immediately, in the case of a failure to successfully and timely complete Milestones 4 or 9 of Subparagraph 4.5.1 (Milestones - Remittance Processing & Image Archive) or Milestone 4 of Subparagraph 4.5.2 (Milestones - Optima 3 IMS), as applicable, or in the event that CONTRACTOR's failure to perform or comply is not reasonably capable of being cured, and (ii) that the above cure periods shall in no way apply to the calculation of the credits to COUNTY described in Subparagraph 7.2 (Credits to County). If, pursuant to the preceding sentence, COUNTY has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

32. Subparagraph 34.2 of the body of the Agreement is amended to read as follows:

34.2 After receipt of a notice of termination, and except as otherwise directed by COUNTY, then:

- A. CONTRACTOR shall stop work under this Agreement on the date and to the extent specified in such notice;
- B. CONTRACTOR shall transfer to COUNTY, to the extent not previously transferred to COUNTY, title to all System Hardware pursuant to the terms of this Agreement if the effective date of the termination is on or after the date of COUNTY's written approval of, and payment for, Deliverables 9.5 (System Cutover to Production Use) and 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive and Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS;
- C. CONTRACTOR shall transfer and deliver to COUNTY copies of all completed work and work in process;

- D. CONTRACTOR shall complete performance of such part of the work as shall not have been terminated by such notice; and
- E. If (i) the effective date of the termination is prior to the date of COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) or Deliverable 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive or Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, as applicable, and (ii) COUNTY, at its sole discretion, requests in writing that CONTRACTOR transfer title to all System Hardware to COUNTY and transport all System Hardware to the Central Site, and (iii) COUNTY has already paid to CONTRACTOR or pays to CONTRACTOR under this Agreement a total amount which is at least the amount of the total cost of all System Hardware for Remittance Processing & Image Archive, as shown in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) and to Exhibit A (Statement of Work - Remittance Processing & Image Archive), or for Optima 3 IMS, as shown in Section I (System Hardware) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, CONTRACTOR shall immediately transfer title to all applicable System Hardware to COUNTY and transport the System Hardware to the Central Site; and
- F. If the effective date of the termination is after (1) COUNTY's written approval of Deliverable 9.3 (Installed, Operable, and System Tested Software for the System Hardware at Permanent Site – System Upgrade) or Deliverable 18.3 (Installed, Operable, and System Tested Software for the System Hardware at Permanent Site – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) but prior to COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) or Deliverable 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive), as applicable, or (2) COUNTY's written approval of Deliverable 8.3 (Installed, Operable, and System Tested Software for the System Hardware at Permanent Site) of Exhibit A.1 (Statement of Work – Optima 3 IMS) but prior to the date of COUNTY's written approval of, and payment for, Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS System), as applicable, then (i) the License to the System Software shall terminate on the date of termination and (ii) COUNTY shall return to CONTRACTOR the System Software furnished by CONTRACTOR to COUNTY pursuant to Agreement, provided that the provisions of (i) and (ii) above shall not apply and shall not be effective if (1) COUNTY, at its sole discretion, requests in writing that the License continue as provided in this Agreement and not terminate and (2) COUNTY has already paid to CONTRACTOR or pays to CONTRACTOR under this Agreement a total amount which is at least the amount of the total cost of all System

Software as shown in Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) and to Exhibit A (Statement of Work – Remittance Processing & Image Archive) on Attachment B.1 (Schedule of System Hardware & System Software – Optima 3 IMS), as applicable to Exhibit A.1 (Statement of Work - Optima 3 IMS System). The provisions of this Subparagraph 34.2.F shall apply to any termination of this Agreement by COUNTY pursuant to this Paragraph 34 (Termination for Convenience) or Paragraph 32 (Termination for Default) or Paragraph 33 (Termination for Improper Consideration).

- G. Notwithstanding any other provision of this Agreement, if (i) the effective date of the termination is after the date of COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) or Deliverable 18.5 (System Cutover to Production Use – System Upgrade) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) or Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS System), as applicable, and (ii) reimbursement is paid by CONTACTOR to COUNTY pursuant to Subparagraph 9.5 (Failed Testing), Paragraph 32 (Termination for Default), this Paragraph 34 or otherwise, which is for, and in the amount of, the total cost (as shown on Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) or Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS System), as applicable) of any component of the applicable System Hardware or System Software, then, notwithstanding such reimbursement for such component of System Hardware or System Software, (1) COUNTY's title to and ownership of such component of System Hardware shall continue for a period of twenty-four (24) months after the date of termination or until COUNTY replaces such component and tests and uses such replacement component in production, whichever occurs later, and (2) COUNTY's License to such component of System Software shall continue for a period of twenty-four (24) months after the date of termination or until COUNTY replaces such component and tests and uses such replacement component in production, whichever occurs later.

33. Paragraph 74 (Transition to Optima 3 IMS System) of the body of the Agreement is amended to read as follows:

74. Transition to Optima 3 IMS System:

Upon COUNTY's written approval of Deliverable 8.6 (Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies) of Exhibit A.1 (Statement of Work – Optima 3 IMS) (hereafter "Transition to Optima 3 IMS"), CONTRACTOR shall: (1) terminate maintenance services described in Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) and Schedules I (Maintenance Schedule) and II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance – Remittance Processing & Image

Archive), including Sections I.C (System Hardware - Image Archive), II.A.2 (Operating Software - Image Archive) and II.B.2 (Baseline Software – Image Archive), only with respect to Image Archive System Hardware and System Software listed in Sections I.B (Items 10, 11, 12 and 13), II.A.2 (Items 8, 9, 10) and II.B.2 (Items 23, 24 and 25) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive); (2) cease invoicing COUNTY for such Image Archive maintenance services; and (3) discontinue depositing the Source Code only for Image Archive System Software listed in Section II.B.2 (Items 23, 24 and 25) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) in accordance with Paragraph 11.3 (Source Code).

COUNTY shall not be responsible to CONTRACTOR for any Image Archive maintenance services performed by CONTRACTOR after the date of Transition to Optima 3 IMS. The total obligation by COUNTY for the Remittance Processing & Image Archive maintenance services listed in Section III (Maintenance Services) of Exhibit B (Schedule of Payments) shall be reduced by the Unused Image Archive Maintenance Amount defined above.

34. Paragraph 79 (System Upgrade) is added to the body of the Agreement to read as follows:

79. System Upgrade

Upon execution of Amendment Number Two to this Agreement, CONTRACTOR shall provide System Hardware and System Software upgrade to the Remittance Processing component of the System (hereafter "System Upgrade") in accordance with Exhibit A (Statement of Work – Remittance Processing & Image Archive), with all Attachments thereto, at the prices set forth in Exhibit B (Schedule of Payments – Remittance Processing & Image Archive) and in accordance with the project plan set forth in Exhibit C (Project Schedule – Remittance Processing & Image Archive). Upon successful completion of System Upgrade, COUNTY shall no longer be subject to the maintenance fees for maintenance of the System Software and System Hardware components replaced by System Upgrade and shall be subject to the revised Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive). The System Hardware and System Software components added under System Upgrade shall become part of the System for all purposes of this Agreement.

35. Except as provided in this Amendment, all other terms and conditions of the Agreement remain unchanged in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by it duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CONTRACTOR

Wausau Financial Systems, Inc.

By  _____
Signature

John E. Koci
Print Name

President
Title

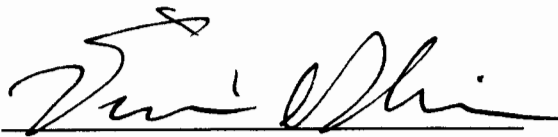
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

by  _____
Victoria Mansourian
Senior Associate County Counsel

**AMENDMENT NO. 2 TO
COUNTY AGREEMENT NO. 72748**

ATTACHMENT 1

EXHIBIT A

STATEMENT OF WORK – REMITTANCE PROCESSING & IMAGE ARCHIVE

**ADDED PAGE iii OF TABLE OF CONTENTS
AND PAGES A-26 TO A-40**

EXHIBIT A
STATEMENT OF WORK
REMITTANCE PROCESSING
AND
IMAGE ARCHIVE SYSTEM

AMENDED
TO ADD SYSTEM UPGRADE

EXHIBIT A
STATEMENT OF WORK

SYSTEM UPGRADE

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EXHIBIT A
STATEMENT OF WORK

SYSTEM UPGRADE

INTRODUCTION

This section of the Statement of Work defines the scope of work to be performed under this Agreement by and between County of Los Angeles and Wausau Financial Systems Inc., including, but not limited to, the setup, configuration, delivery, installation, system testing, training, data conversion, and post-installation follow-up for System Upgrade of the Remittance Processing & Image Archive component of the System.

CONTRACTOR shall prepare a Project Control Document prior to the implementation. CONTRACTOR shall initially pre-stage the System Upgrade of the System Hardware and System Software at CONTRACTOR's site located in Mosinee, Wisconsin and, as set forth in the Project Control Document shall subsequently install and implement the System Hardware and System Software System Upgrade at COUNTY Facility. CONTRACTOR shall provide all the System Hardware, System Software, Interfaces, and related services to accomplish all of the functional requirements set forth in this section of the Statement of Work. CONTRACTOR shall perform all Tasks and Subtasks, and provide all Deliverables as described herein. Also defined herein are those Tasks and Subtasks that involve participation of both CONTRACTOR and COUNTY. Unless otherwise specified as an obligation of COUNTY, CONTRACTOR shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

COUNTY software standards for System Upgrade are as follows:

- **Microsoft SQL Server 2000**
- **Microsoft Windows 2003 Server**
- **ArcServ 2000 Backup NT Adv Ed**
- **Microsoft Office**
- **Microsoft Office Windows XP Workstation**

CONTRACTOR shall provide Deliverables for System Upgrade to COUNTY as follows:

- i. All status reports and other Deliverable documents in both a hard copy format and a copy delivered electronically via e-mail.
- ii. All Application Software documentation on CD-ROM or diskette(s), if available, or else in a hard copy format.
- iii. All Project Control Document updates using COUNTY Project Management standards in accordance with Task 13 (Project Management - System Upgrade) and training materials in a file format (on diskette(s)).

As soon as possible as determined by CONTRACTOR, CONTRACTOR shall provide all other work delivered herein in a file format (on diskette(s) or CD-ROM) importable to COUNTY software standards.

TASK 12 PROJECT PLANNING – SYSTEM UPGRADE

CONTRACTOR shall develop a System Upgrade Project Control Document (hereafter also "System Upgrade PCD") that shall include, without limitation; a detailed work plan with identified Milestones. Additionally, CONTRACTOR shall review the communication process, which shall include, without limitation, weekly Project Status Reports.

As a first step in the preparation of the System Upgrade PCD, CONTRACTOR shall review, clarify and refine all project goals. This process shall ensure that all involved parties have clearly defined and agreed upon all project goals. CONTRACTOR shall present such goals for written approval to COUNTY's Project Director, which may be granted or withheld in his/her sole discretion.

Subsequently, CONTRACTOR shall prepare a System Upgrade PCD that includes, without limitation, the following:

- (A) Designs the project's approach and training strategy for COUNTY staff, including trainers and Users, based on COUNTY's requirements and CONTRACTOR's project and training approach.
- (B) Discusses the expected roles and responsibilities of CONTRACTOR and COUNTY project organizations and develops a communication strategy for sharing the context and vision of the project to the project team members at large.
- (C) Confirms and documents project scope.
- (D) Reviews and confirms detailed project plan, including, without limitation, start and end dates for all Tasks and Subtasks.
- (E) Defines project communication strategy.
- (F) Defines and documents the project organization, including, without limitation, defining the roles and responsibilities of the project team members.
- (G) Defines testing strategy for all levels of testing.
- (H) Identifies project team.

CONTRACTOR shall develop this System Upgrade PCD consistent with this section of Exhibit A. CONTRACTOR shall specifically address each Task and Subtask to be performed in the System Upgrade PCD. The order in which CONTRACTOR shall perform the Tasks and Subtasks and the order in which CONTRACTOR shall produce the

Deliverables shall be apparent in the System Upgrade PCD. CONTRACTOR must formally present the System Upgrade PCD for prior written approval of Director, which may be granted or withheld in his/her sole discretion. Any subsequent significant modifications to the System Upgrade PCD shall require the prior written approval of Director, which may be granted or withheld in his sole discretion. Any subsequent modifications to the System Upgrade PCD, which are not significant, shall require the prior written approval of COUNTY's Project Director, which may be granted or withheld in his/her sole discretion. The determination of whether a subsequent modification is significant and requires the prior written approval of Director or is not significant and requires only the prior written approval of COUNTY's Project Director shall be made by COUNTY's Project Director in his/her sole judgement.

Deliverable 12 Project Control Document – System Upgrade

The System Upgrade PCD shall include, without limitation, the following components:

- (A) Project approach and, if necessary, training strategy.
- (B) Project organization chart and role descriptions.
- (C) Project scope.
- (D) Detailed project plan.
- (E) Project communications strategy.
- (F) Project organization and roles and responsibilities of team members.
- (G) Testing strategy for all levels of testing.
- (H) Project team members.

The System Upgrade PCD shall be subject to written approval of Director, which may be granted or withheld in his/her sole discretion. Subsequent to approval, CONTRACTOR shall update the Detailed Project Plan and other applicable sections of the System Upgrade PCD weekly as part of the weekly Project Status Reports – System Upgrade as set forth in Deliverable 13 (Project Status Report (PSRs) – System Upgrade).

TASK 13 PROJECT MANAGEMENT – SYSTEM UPGRADE

CONTRACTOR shall be required to manage System Upgrade project activities and resources, and to track project status. This Task shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and software change control processes. CONTRACTOR shall report project status on a regular basis. CONTRACTOR shall include, without limitation, updates to the detailed

project plan and other sections of the System Upgrade PCD in the project status reporting. CONTRACTOR shall participate in regular weekly project status meetings.

The project status reports prepared by CONTRACTOR shall be used as the mechanism for CONTRACTOR to report any project risks or problems identified as part of the quality assurance process.

Deliverable 13 Project Status Reports (PSRs) – System Upgrade

CONTRACTOR shall prepare and present to COUNTY's Project Director a weekly Project Status Report to report System Upgrade project progress, plans, and outstanding issues. The PSR – System Upgrade shall include, without limitation, the following:

- (A) Weekly Project Progress and Plans.
- (B) Issue Tracking and Change Control Process.
- (C) Project Schedule.
- (D) All Updates to the System Upgrade PCD.

TASK 14 SYSTEM HARDWARE AND SYSTEM SOFTWARE ANALYSIS – SYSTEM UPGRADE

This Task encompasses the activities associated with the analysis of COUNTY System Hardware and System Software and preparation and ordering of approved System Hardware and System Software, supplied by CONTRACTOR, to facilitate the Remittance Processing & Image Archive System Upgrade.

Subtask 14 Analyze and Approve Existing System Hardware and System Software – System Upgrade

CONTRACTOR shall conduct an analysis of existing COUNTY System Hardware and System Software and make a determination whether such hardware and software can accommodate, during the term of the Agreement, the Remittance Processing & Image Archive component of the System and any associated Third Party Software necessary to satisfy the business requirements specified in Attachment A (Application Software Functional Requirements) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) of the Agreement. If CONTRACTOR determines in CONTRACTOR's analysis that the existing COUNTY System Hardware and System Software are inadequate, CONTRACTOR shall provide the COUNTY with a written recommendation as to the necessary System Hardware and System Software upgrades.

Deliverable 14 Existing County Hardware and Software Approval and Recommendation – System Upgrade

CONTRACTOR shall certify in writing (i) components of the existing COUNTY System Hardware and System Software that are capable of accommodating, during the term of the Agreement, the System business process requirements specified in Attachment A (Application Software Functional Requirements – Remittance Processing & Image Archive) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) of the Agreement; and (ii) provide COUNTY with a document outlining the upgrades necessary to insure System functionality.

**TASK 15 SYSTEM HARDWARE AND SYSTEM SOFTWARE INSTALLATION AND
SET UP AT PRE STAGING TEST SITE – SYSTEM UPGRADE**

This Task encompasses the activities associated with the preparation, ordering, configuration, and installation of System Hardware and System Software supplied by CONTRACTOR, and any other software provided by COUNTY, for the pre staging test environment for System Upgrade. The pre staging test site shall be established at CONTRACTOR's facility in Mosinee, Wisconsin.

Subtask 15.1 Order, Deliver, Install and Test System Hardware at the Pre Staging Test Site – System Upgrade

CONTRACTOR shall order, deliver, unpack, install, power-up, configure, connect and test all System Hardware for System Upgrade. CONTRACTOR shall certify to COUNTY, using the manufacturer's then current version of diagnostic tests and/or software utilities, that the System Hardware for System Upgrade is installed and operating in accordance with the manufacturer's product specifications.

CONTRACTOR shall prepare a System Hardware Installation Report and Certification that CONTRACTOR has successfully installed, configured and tested the System Hardware for System Upgrade. This Report shall include, without limitation, the following:

- (A) A listing of the System Hardware for System Upgrade that CONTRACTOR installed including, without limitation, equipment type, model number, serial number, name, version number, and license number.
- (B) Certification that CONTRACTOR has successfully installed all System Hardware for System Upgrade and that all System Hardware for System Upgrade is operating properly.

Subtask 15.2 Order, Deliver, Install, and System Test System Software for the Pre Staging Test Site – System Upgrade

CONTRACTOR shall order the System Software for System Upgrade and deliver, install, configure and System Test the System Software for System Upgrade, and any other software provided by COUNTY, consistent with the timeframes set forth in the System Upgrade PCD, for the pre staging test site for System Upgrade. CONTRACTOR shall perform, without limitation, as part of this Subtask, the Installation and System Testing of

all System Software for System Upgrade and the implementation of the initial operating procedures for such software.

Upon completion of the System Software installation and System Testing for System Upgrade, CONTRACTOR shall deliver a written Software Installation Report and Certification for System Upgrade to COUNTY containing, without limitation, the following:

- (A) A listing of all of the System Software and County-provided software that CONTRACTOR installed, including, without limitation, description, number installed, version number, and license number.
- (B) Certification that CONTRACTOR has successfully installed all System Software and COUNTY-provided software and that all such software is operating properly.

Subtask 15.3 Demonstrate System Test at the Pre Staging Test Site – System Upgrade

CONTRACTOR shall demonstrate to COUNTY, that CONTRACTOR has conducted pre staging System Testing for System Upgrade in accordance with Subtasks 15.1 (Order, Deliver, Install and Test System Hardware at the Pre Staging Test Environment – System Upgrade) and 15.2 (Order, Deliver, Install and System Test System Software at the Pre Staging Test Environment – System Upgrade) and that the System performs in a manner consistent with Subtask 3.3 (Develop Final Design Document) of this Exhibit A.

Deliverable 15.1 Installed, Made Operable, and Tested System Hardware at Pre Staging Test Site – System Upgrade

CONTRACTOR shall install, test, and make operable the System Hardware for System Upgrade. CONTRACTOR shall certify in writing that the System Hardware for System Upgrade is operating properly. CONTRACTOR shall prepare and deliver to COUNTY the System Hardware Installation Report and Certification for System Upgrade.

Deliverable 15.2 Installed, Made Operable, and System Tested System Software for System Hardware at the Pre Staging Test Site – System Upgrade

CONTRACTOR shall complete, System Test, and certify the installation of System Software and COUNTY- provided software for the System Hardware. CONTRACTOR shall prepare and deliver to COUNTY a written Software Installation Report and Certification for System Upgrade that certifies that all the software is operating properly.

Deliverable 15.3 Demonstrated System Testing at the Pre Staging Test Site – System Upgrade

CONTRACTOR shall certify in writing to COUNTY that CONTRACTOR has conducted system testing at the pre-staging test site.

TASK 16 PARTIAL INSTALLATION AND SET UP OF SYSTEM HARDWARE AND SYSTEM SOFTWARE AT PERMANENT SITE – SYSTEM UPGRADE

This Task encompasses the activities associated with the transportation, preparation, configuration, and installation of designated System Hardware and System Software supplied by CONTRACTOR, and any other designated software provided by COUNTY, under the test environment at the permanent site. The permanent site shall be established at COUNTY's facility.

Subtask 16.1 Deliver, Install and Test System Hardware and System Software at the Permanent Site – System Upgrade

CONTRACTOR shall deliver, unpack, install, power-up, configure, connect and test designated System Hardware and System Software under the test environment for System Upgrade. CONTRACTOR shall certify to COUNTY, that the designated System Hardware and System Software for System Upgrade are installed and operating in accordance with the manufacturer's product specifications.

CONTRACTOR shall prepare a System Hardware Installation Report and Certification that CONTRACTOR has successfully installed, configured and tested the designated System Hardware and System Software for System Upgrade. This Report shall include, without limitation, the following:

- (A) Listing of the System Hardware for System Upgrade that CONTRACTOR installed including, without limitation, equipment type, model number, serial number, name, version number, and license number.
- (B) Certification that CONTRACTOR has successfully installed the designated System Hardware for System Upgrade and that all System Hardware for System Upgrade is operating properly.
- (C) A listing of all of the system Software and County-provided software that CONTRACTOR installed, including, without limitation, description, number installed, version number, and license number.
- (D) Certification that CONTRACTOR has successfully installed all System Software and COUNTY-provided software and that all such software is operating properly.

Subtask 16.2 Conduct User Testing of the System at Permanent Site – System Upgrade

Following successful completion, and COUNTY review and approval, of all pre staging testing for the System upon System Upgrade, CONTRACTOR shall actively support COUNTY in conducting User Testing of the System as described in Subparagraph 9.3

(User Tests) of the body of the Agreement, including, without, limitation providing consultation and assistance requested by COUNTY. COUNTY will perform User Testing of the System as described in such Subparagraph 9.3 (User Tests) of the body of the Agreement based upon test scenarios prepared by COUNTY. User Testing will be conducted by COUNTY on the designated System Hardware at the Permanent Site using the test environment for System Upgrade, located at the COUNTY's facility. Scenarios shall generally include, without limitation, defined input and expected output results for each function based on the Final Design Document. COUNTY will document test results including, but not limited to, Deficiencies discovered during testing. COUNTY will identify, track, and report Deficiencies detected during User Testing in Discrepancy Reports.

CONTRACTOR shall correct all Deficiencies in the System identified by COUNTY and as otherwise set forth in Subparagraph 9.5 (Failed Testing) of the body of the Agreement. In addition to taking all required corrective action, CONTRACTOR shall provide required support to COUNTY in the operation of the System. Following corrective action by CONTRACTOR, COUNTY will conduct regression testing until the System has been successfully User Tested and is ready for full installation at COUNTY Facility as determined by COUNTY's Project Director in his/her sole judgment.

Deliverable 16.1 Installed, Made Operable, and Tested System Hardware and System Software at Permanent Site – System Upgrade

CONTRACTOR shall install, test, and make operable under the test environment designated System Hardware and System Software for System Upgrade. CONTRACTOR shall certify in writing that the designated System Hardware and System Software for System Upgrade is operating properly. CONTRACTOR shall prepare and deliver to COUNTY the System Hardware and System Software Installation Report and Certification for System Upgrade.

Deliverable 16.2 Successful User Testing at the Permanent Site – System Upgrade

COUNTY will conduct, with active support from CONTRACTOR, User Tests for System Upgrade at the permanent site. CONTRACTOR's support to COUNTY shall include, without limitation, successfully completing all required corrective action to correct all Deficiencies identified by COUNTY in Discrepancy Reports prepared during testing and assisting COUNTY in the operation of the System.

TASK 17 DATA MIGRATION – SYSTEM UPGRADE

Subtask 17 Migrate Stored Production Data – System Upgrade

CONTRACTOR shall migrate the production data currently being stored in the existing System hard drive.

Deliverable 17 Migration of Stored Production Data – System Upgrade

CONTRACTOR shall certify to COUNTY in writing that the production data stored in the existing System hard drive has been successfully migrated to the new System Upgrade hard drive.

TASK 18 SYSTEM SET UP AND CONFIGURATION AT PERMANENT SITE AT COUNTY FACILITY – SYSTEM UPGRADE

Subtask 18.1 Prepare Technical Configuration and System Installation Plan for the Permanent Site – System Upgrade

CONTRACTOR shall prepare a System Cutover and Permanent Site Installation Plan for System Upgrade that identifies, without limitation, the technical configuration required for the System to be installed for Production Use at permanent site at COUNTY Facility. This Subtask includes, without limitation, the following activities:

- (A) Develop environmental modification plan.
- (B) Develop network connectivity requirements for integration into COUNTY's network and TTC's local area network.
- (C) Arrange for the System Hardware and System Software for System Upgrade to be delivered and or moved to the permanent site.
- (D) Complete pre-installation planning for permanent site, including, without limitation, the logistics, timing, and technical configuration.
- (E) Conduct a technical walk-through of COUNTY permanent site and provide COUNTY written certification that all site preparation has been properly completed by COUNTY.

Subtask 18.2 Move, Install, and Test System Hardware at the Permanent Site – System Upgrade

CONTRACTOR shall move, unpack, install, power-up, configure, connect and test, the remaining System Hardware at the permanent site as described in the System Cutover and Permanent Site Installation Plan for System Upgrade. CONTRACTOR shall demonstrate to COUNTY, using the manufacturer's then current version of diagnostic tests and/or software utilities, that the System Hardware for System Upgrade is installed and operating in accordance with the manufacturer's product specifications.

CONTRACTOR shall integrate the System Hardware for System Upgrade with all of the following: (1) the then existing COUNTY network software and hardware, including, but not limited to, the TTC's local area network, and (2) all of the System Software for System Upgrade and any COUNTY-provided software to be installed on the System Hardware. CONTRACTOR shall prepare and deliver to COUNTY's Project Director at least thirty (30)

days prior to the scheduled date of installation an installation checklist to ensure that the TTC's technical environment is fully prepared for System Hardware and System Software installation for System Upgrade. CONTRACTOR shall conduct a technical walk-through of the permanent site and provide COUNTY with a written certification that the site preparation has been properly completed by COUNTY.

At completion of the Subtask, CONTRACTOR shall submit a System network schematic of all System Hardware installed for System Upgrade. CONTRACTOR shall prepare a System Hardware Installation Report and Certification for System Upgrade that CONTRACTOR has successfully installed, configured and tested the System Hardware for System Upgrade. This Report shall include, without limitation, the following:

- (A) The System network schematic and a listing of the System Hardware that CONTRACTOR installed, including, without limitation, equipment type, model number, serial number, name, version number, and license number.
- (B) The manufacturer's warranties for the System Hardware.
- (C) Certification that COUNTY site preparation has been properly completed by COUNTY.
- (D) Certification that CONTRACTOR has successfully installed all System Hardware and that all System Hardware is operating properly.
- (E) System Hardware reference and operating manuals and all other Documentation pertaining to the System Hardware as attachments to the report.
- (F) Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) of the Agreement.
- (G) Problem reporting and escalation procedures.

Subtask 18.3 Install and System Test System Software at the Permanent Site – System Upgrade

CONTRACTOR shall install, configure and System Test the System Software, consistent with the System Upgrade PCD, at the permanent site. CONTRACTOR shall perform the following activities, without limitation, as part of this Subtask:

- (A) Install and configure the remaining System Software.
- (B) Install any software provided by COUNTY as determined by COUNTY's Project Director.

- (C) System Test all software described above and implement initial operating procedures for such software.

CONTRACTOR shall, at this time, deliver and transfer any and all licenses for System Software for System Upgrades. CONTRACTOR shall demonstrate to COUNTY that the System Software for System Upgrade is installed and operating in accordance with the manufacturer's product specifications.

Upon completion of the System Software installation and testing, CONTRACTOR shall deliver a written Software Installation Report and Certification for System Upgrade to COUNTY containing, without limitation the following:

- (A) A listing of all of the System Software and any COUNTY-provided software that CONTRACTOR installed, including without limitation, description, number installed, version number, and license number(s).
- (B) The manufacturers' warranties and licenses for all of the System Software.
- (C) Certification that CONTRACTOR has successfully installed all System Software and any COUNTY-provided software and that all such software is operating properly.
- (D) System Software reference and operating manuals and all other Documentation pertaining to the System Software as attachments to the report.
- (E) Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) of the Agreement.
- (F) Problem reporting and escalation procedures.

Subtask 18.4 Conduct User Testing of the System at the Permanent Site – System Upgrade

Following successful completion of all CONTRACTOR System Testing of the System for System Upgrade, as described in Subparagraph 9.2 (CONTRACTOR Tests) of the body Agreement, CONTRACTOR shall actively support COUNTY in the conduct of User Testing of the System as described in Subparagraph 9.3 (User Tests) of the body of the Agreement, including, without limitation, providing consultation and assistance requested by COUNTY. COUNTY will perform User Testing of the System as described in Subparagraph 9.3 (User Tests) of the body of the Agreement based upon test scenarios prepared by COUNTY. User Testing will be conducted by COUNTY on the System Hardware at permanent site. Scenarios shall generally include, without limitation, defined input and expected output results for each function based on the Final Design Document. COUNTY will document test results, including, but not limited to, Deficiencies discovered during testing. COUNTY will identify, track, and report Deficiencies detected during User Testing in Discrepancy Reports.

CONTRACTOR shall correct all Deficiencies in the System identified by COUNTY and as otherwise set forth in Subparagraph 9.5 (Failed Testing) of the body of the Agreement. In addition to taking all required corrective action, CONTRACTOR shall provide required support to COUNTY in the operation of the System. Following corrective action by CONTRACTOR, COUNTY will conduct regression testing until the System has been successfully User Tested and is ready for cutover to Production Use as determined by COUNTY's Project Director in his/her sole judgment.

Subtask 18.5 System Cutover to Production Use – System Upgrade

CONTRACTOR shall implement the System Cutover to Production Use for System Upgrade as documented in the System Cutover and Permanent Site Plan developed in Subtask 18.1 (Prepare Technical Configuration and System Installation Plan for the Permanent Site – System Upgrade). CONTRACTOR shall perform the following activities, without limitation, as part of System Cutover to Production Use:

- (A) CONTRACTOR shall confirm that COUNTY has successfully completed User Testing.
- (B) CONTRACTOR shall transfer to production environment successfully tested System Software.
- (C) CONTRACTOR shall for a five (5) working day period after Production Use maintain technical staff at COUNTY Facility for problem resolution and production assistance.
- (D) CONTRACTOR shall take all steps to provide for the transition to CONTRACTOR's Help Desk, which shall provide COUNTY with required support.

At the completion of this Subtask 18.5, the System shall be in Production Use at the permanent site.

**Subtask 18.6 Maintain Production Use of System for Thirty (30)
Consecutive Days with No Deficiencies – System Upgrade**

The System shall be maintained in Production Use at the permanent site at COUNTY Facility with no material Deficiencies, as determined in the sole judgement of COUNTY's Project Director as set forth in Subparagraph 9.1 (General) of the body of the Agreement, for thirty (30) consecutive days subsequent to COUNTY's written approval of Deliverable 18.5 (System Cutover to Production Use – System Upgrade).

Subtask 18.7 Conduct Post-Implementation Review – System Upgrade

Following implementation of Production Use of the System at COUNTY Facility, CONTRACTOR shall collect and evaluate results of operation to assess the success and shortcomings of the System implementation efforts. CONTRACTOR shall prepare and

submit to COUNTY a Post-Implementation Review Report for System Upgrade. This report shall evaluate the System cutover and implementation process and shall include, without limitation, the following:

- (A) Comparisons/analyses of actual versus planned completion of project subtasks.
- (B) Anticipated versus actual resources required.
- (C) Business and systems lessons learned.
- (D) Suggested guidelines for installations of future phases and enhancements.
- (E) Pitfalls to avoid in the future.

CONTRACTOR shall submit the report to the COUNTY's Project Director to give COUNTY feedback on the implementation process of the System.

Deliverable 18.1 System Cutover and Permanent Site Setup – System Upgrade

CONTRACTOR shall prepare and deliver to COUNTY the System Cutover and Permanent Site Installation Plan for System Upgrade that without limitation, identifies the logistics, timing and technical configuration required for the installation and cutover of the System to Production Use.

Deliverable 18.2 Installed, Made Operable and Tested System Hardware at Permanent Site – System Upgrade

CONTRACTOR shall move, install, test and make operable the System Hardware at the permanent site. This includes, without limitation, completion of the steps included in the System Cutover and Permanent Site Installation Plan for System Upgrade and verification that all components are operating properly, including, without limitation, network connectivity. CONTRACTOR shall certify in writing that the System Hardware is operating properly. CONTRACTOR shall prepare and deliver to COUNTY the System Hardware Installation Report and Certification for System Upgrade.

Deliverable 18.3 Installed, Made Operable, and System Tested Software for the System Hardware at Permanent Site – System Upgrade

CONTRACTOR shall complete, System Test and certify the System Software for System Upgrade installation and any COUNTY-provided software installation for the System Hardware. In addition to a certification and demonstration that all System Software and any COUNTY-provided software is operating properly, CONTRACTOR shall prepare and deliver a written Software Installation Report and Certification for System Upgrade.

Deliverable 18.4 Successful User Testing – System Upgrade

COUNTY will conduct, with active support from CONTRACTOR, User Tests for System Upgrade. CONTRACTOR's support to COUNTY shall include, without limitation, successfully completing all required corrective action to correct all Deficiencies identified by COUNTY in Discrepancy Reports prepared during testing, and assisting COUNTY in the operation of the System. Upon successful completion of the User Tests for System Upgrade COUNTY's Project Director in his/her sole discretion shall deliver to CONTRACTOR written approval to commence System Cutover to Production Use.

Deliverable 18.5 System Cutover to Production Use – System Upgrade

CONTRACTOR shall implement the System Cutover to Production Use as documented in the System Cutover and Permanent Site Installation Plan for System Upgrade prepared in Subtask 18.1 (Prepare Technical Configuration and System Installation Plan for the Permanent Site – System Upgrade). At the completion of this Deliverable, the System Hardware shall be located in the permanent site at COUNTY Facility and the System shall be in Production Use. CONTRACTOR shall maintain on site at COUNTY Facility technical support for five (5) working days for problem resolution and production assistance following System Cutover to Production Use for System Upgrade.

Deliverable 18.6 Production Use of System for Thirty (30) Consecutive Days with No Deficiencies – System Upgrade

The System shall be in Production Use at the permanent site at COUNTY Facility with no material Deficiencies, as determined in the sole judgement of COUNTY's Project Director as set forth in Subparagraph 9.1 (General) of the body of the Agreement, for thirty (30) consecutive days subsequent to COUNTY's written approval of Deliverable 18.5 (System Cutover to Production Use – System Upgrade).

Deliverable 18.7 Post-Implementation Review Document – System Upgrade

CONTRACTOR shall deliver to COUNTY and present a Post- Implementation Review Report for System Upgrade to COUNTY's Project Director.

TASK 19 PERFORMANCE BENCHMARK VERIFICATION – SYSTEM UPGRADE

Subtask 19.1 Develop Performance Benchmark Verification Plan – System Upgrade

The Performance Benchmark Verification for System Upgrade shall provide stress and reliability testing of the System. COUNTY shall develop a Performance Benchmark Verification Plan that documents objectives, scenarios, and schedule for the Performance Benchmark Verification. **COUNTY and CONTRACTOR shall conduct the System Upgrade Performance Benchmark Verification on the System during peak load**

processing of COUNTY April 2005 tax season on April 11, 2005, and April 12, 2005, or any other two (2) days approved in writing by COUNTY's Project Director.

Stress and reliability verifications are key components of the Performance Benchmark Verification. COUNTY requires that CONTRACTOR demonstrate that the System can meet all requirements stated in the Specifications and other requirements of the Agreement, including, without limitation the Response Times set forth in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement.

The objective of the Performance Benchmark Verification is to exercise the System at its peak operating capacity during COUNTY's April 2005 tax season and measure any degradation in System performance and Response Time. The Performance Benchmark Verification will not be considered complete until CONTRACTOR has successfully demonstrated System performance, as determined in the sole judgment of COUNTY's Project Director.

Subtask 19.2 Conduct Performance Benchmark Verification – System Upgrade

Prior to Final Acceptance of System Upgrade, COUNTY and CONTRACTOR shall perform the Performance Benchmark Verification and monitor System performance on April 11, 2005 and April 12, 2005 or any other two (2) days approved in writing by COUNTY's Project Director. COUNTY and CONTRACTOR shall analyze and document benchmark results. CONTRACTOR shall correct all Deficiencies as identified by COUNTY and as otherwise set forth in Subparagraph 9.5 (Failed Testing) of the body of the Agreement and COUNTY and CONTRACTOR shall conduct re-verification. COUNTY and CONTRACTOR shall review and analyze re-verification results. In addition to any other Deficiencies, any result not meeting or exceeding Response Time requirements as described in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement shall be considered a Deficiency and COUNTY and CONTRACTOR shall test such Deficiency to a greater extent to obtain data on the performance of the System. CONTRACTOR shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective action(s) and the completion dates for correction action(s). COUNTY and CONTRACTOR shall conduct re-verification to confirm that CONTRACTOR has successfully corrected the System as related to all Deficiencies.

CONTRACTOR shall prepare a Final Report of the System Upgrade Performance Benchmark Verification results, including, without limitation, the following:

- (A) A record of all Deficiencies identified.
- (B) A detailed record of all corrective actions taken.
- (C) A certification of CONTRACTOR's successful completion of all corrective actions.

Such report must be completed and approved in writing by COUNTY's Project Director and COUNTY's Project Manager. Upon successful completion of the Performance Benchmark Verification for System Upgrade, CONTRACTOR shall certify in writing that the Performance Benchmark Verification has been successfully completed and that CONTRACTOR has successfully completed all corrective actions.

**Deliverable 19 Completion and Documentation of Performance Benchmark
Verification – System Upgrade**

COUNTY and CONTRACTOR shall conduct the System Upgrade Performance Benchmark Verification of the System, and analyze and document results. CONTRACTOR shall identify and incorporate performance improvements, based upon these results and complete all corrective actions to correct and/or optimize the System. COUNTY and CONTRACTOR shall document the Performance Benchmark Verification results and all corrective actions taken by CONTRACTOR. CONTRACTOR shall certify, in writing, that System Upgrade Performance Benchmark Verification for the System has been successfully completed and that CONTRACTOR has successfully completed all corrective actions.

**AMENDMENT No. 2 TO
COUNTY AGREEMENT No. 72748**

ATTACHMENT 2

**EXHIBIT A
ATTACHMENT B**

**SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – REMITTANCE
PROCESSING & IMAGE ARCHIVE**

ADDED PAGES A-B8 TO A-B12

**EXHIBIT A
ATTACHMENT B**

SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE

I. SYSTEM HARDWARE:					
C. Remittance Processing – System Upgrade					
Item No.	Part No.⁽¹⁾	Description	Qty	Unit Cost	Total Fixed Price
101	NCR-3239-S001	NCR 3229 Minitower Workstation (includes base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard.	3	1,322	3,966
	3498-2414-8090	17" Color Monitor	3	195	585
	KTMT-1700-USB	Touch Screen add-on for 17" Monitor (USB)	3	249	747
102	NCR-3526-S004	S2600 base Rack Mount Server, w/base rack mount unit, floppy, power cord, NIC, DVD-ROM, 2-button mouse and keyboard. (2)	2	3,960	7,920
	3526-F877-0000	1GB DDR SDRAM (2X512MB), PC2100 (2)	2	515	1,030
	3526-F382-0000	73GB Hard Drive, U320, 10K, SCSI (12)	12	475	5,700
	3526-F414-0000	20/40GB, HH, DDS-4, SCSI Internal Tape Drive (2)	2	745	1,490
	3526-F234-0000	PCI-INTEL 10/100/1000 Copper PRO 1000XT (4)	4	135	520
103	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard.	1	1,322	1,322
	3498-2414-8090	17" Color Monitor	1	195	195
104	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS Image Display Terminals (8)	8	1,322	10,576
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. Screen Scrape (4)	4	1,322	5,288
105	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS Queue Services (2)	2	1,322	2,644
	3498-2414-8090	17" Color Monitor. RPS Queue Services (2)	2	195	390

EXHIBIT A
ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE

	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS CAR System	2	1,322	2,644
	3498-2414-8090	17" Color Monitor. RPS CAR System	2	195	390
106	TD-405502	Lexmark T630 35ppm Network Ready Laser Printer – RPS Report Printer	2	1,339	2,678
107	310-2574	1U, Flat Panel Monitor/Keyboard/Mouse	1	1,623	1,623
	310-0973	Mouse/Keyboard/Video Switch Box 7" Cable	2	37	74
	310-0967	8 Port Keyboard/Monitor Switch Box	1	875	875
	SU3000RMNET	3000VA 120V 5U Rack Mount UPS	1	1,885	1,885
Subtotal System Hardware - Remittance Processing – System Upgrade					\$52,542
Total System Hardware - Remittance Processing & Image Archive – System Upgrade					\$52,542
8.25% Sales Tax					4,335
Maximum Total – System Hardware Upgrade					\$56,877

⁽¹⁾ For System Hardware Items 101-105 and 107, all part numbers are NCR Corporation; for System Hardware Item 106, part number is Lexmark International, Inc.

**EXHIBIT A
ATTACHMENT B**

SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE

II. SYSTEM SOFTWARE					
A. OPERATING SOFTWARE					
3. Remittance Processing – System Upgrade					
Item No.	Part No. ⁽²⁾	Description	Qty	Unit Cost	Total Fixed Price
101	TD-456338	Window 2003 Server 20 User Packs License Only	1	799	799
	3239-F680-0000	Windows XP Professional - RPS Image Display Terminals (8)	8	200	1,600
	3239-F680-0000	Windows XP Professional – Screen Scraper (4)	4	200	800
	3239-F680-0000	Windows XP Professional – RPS Queue (2)	2	200	400
	3239-F680	Windows XP Professional – RPS CAR System (2)	2	200	400
	3526-F830-000	Windows 2003 Server SP3 W/5 CAL	2	1,285	2,570
	3239-F680-0000	Window XP Professional RPS Reformatter	1	200	200
102	TD-151747	BrightStor ArcServ Backup Software	2	695	1,390
103	G625-8000-U0000	7780 Image WiselP 3.0 Upgrade	3	0	0
104	3239-F680-0000	Windows XP Professional	3	200	600
Subtotal Operating Software - Remittance Processing – System Upgrade					\$8,759

Total Operating Software - Remittance Processing & Image Archive – System Upgrade	\$8,759
8.25% Sales Tax	723
Maximum Total – Operating Software - System Upgrade	\$9,482

⁽²⁾ For Operating Software Items 101 and 104, part number is Microsoft Corporation; for Operating Software Item 102, part number is Computer Associates International; and for Operating Software Item 103, part number is NCR.

**EXHIBIT A
ATTACHMENT B**

SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE

B. BASELINE APPLICATION SOFTWARE

3. Remittance Processing – System Upgrade

Item No.	Part No. ⁽³⁾	Description	Qty	Unit Cost	Total Fixed Price
105	WINZIP	WinZIP I-net Support	1	30	30
	024386	Remote Access Software	1	180	180
106	SILVER-INDV	Smart Sentinel – Basic	2	400	800
107	10-896353	Ghost Recovery Software	1	542	542
	896352	Ghost Recovery Media Kit	1	30	30
Subtotal Baseline Application Software - Remittance Processing – System Upgrade					\$1,582

4. Image Archive – System Upgrade

Item No.	Part No. ⁽³⁾	Description	Qty	Unit Cost	Total Fixed Price
108	SILVER-INDV	Smart Sentinel – Basic	1	400	400
Subtotal Baseline Application Software - Image Archive – System Upgrade					\$400

Total Baseline Application Software - Remittance Processing & Image Archive – System Upgrade					\$1,982
8.25% Sales Tax					163
Maximum Total – Baseline Application Software – System Upgrade					\$2,145

⁽³⁾ For Baseline Application Software Item 105, 106, and 108 part number is Kyrus; and for Baseline Application Software Item 107, part number is Tech Data.

**EXHIBIT A
ATTACHMENT B**

SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE

III. IMPLEMENTATION AND INSTALLATION SERVICES – SYSTEM UPGRADE					
A. IMPLEMENTATION AND INSTALLATION – SYSTEM UPGRADE					
Item No.	Expense No.	Description	Qty	Unit Cost	Total Fixed Price
101	503-RPSI-IMPL-OUPG	RPS System Implementation – On Site Upgrade	1	\$3,000	\$3,000
	503-RPSI-IMPL-ACLT	RPS System Implementation – Migration	5	2,000	10,000
102	568-SILVER-INSTAL	Smart Sentinel Installation	1	400	400
103	551-PROV-122	System Integration	1	12,200	12,200
Installation and Implementation – System Upgrade					\$25,600
8.25% Sales Tax					NA
Subtotal – System Installation and Implementation – System Upgrade					25,600

B. EXPENSES AND FREIGHT – SYSTEM UPGRADE					
Item No.	Expense No.	Description	Qty	Unit Cost	Total Fixed Price
104	502-EXPENSES-70	Expenses (Travel)	1	11,162	11,162
105	FREIGHT	Freight Expense	1	4,952	4,952
Subtotal Expenses and Freight – System Upgrade					\$16,114
8.25% Sales Tax					NA
Subtotal Expenses and Freight – System Upgrade					\$16,114

Maximum Total – Implementation and Installation Services – System Upgrade	\$41,714
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03a1 Exhibit A Attachment B Revised 08 05 04

**AMENDMENT NO. 2 TO
COUNTY AGREEMENT NO. 72748**

ATTACHMENT 3

EXHIBIT B

SCHEDULE OF PAYMENTS – REMITTANCE PROCESSING & IMAGE ARCHIVE

ADDED PAGES B-3 TO B-4

EXHIBIT B
SCHEDULE OF PAYMENTS
REMITTANCE PROCESSING AND IMAGE ARCHIVE

IV. DELIVERABLES – SYSTEM UPGRADE

<u>DELIVERABLE</u>	<u>DESCRIPTION</u>	<u>MAXIMUM FIXED PRICE</u>
Deliverable 12	Project Control Document – System Upgrade	\$0
Deliverable 13	Project Status Reports – System Upgrade	\$0
Deliverable 14	Existing County Hardware and Software Approval and Upgrade Recommendation – System Upgrade	\$0
Deliverable 15.1 (Key)	Installed, Operable, and Tested System Hardware at Pre Staging Test Site – System Upgrade	\$12,993
Deliverable 15.2	Installed, Made Operable and System Tested System Software for System Hardware at the Pre Staging Test Site – System Upgrade	\$0
Deliverable 15.3	Demonstrated System Testing at Pre Staging Test Site – System Upgrade	\$0
Deliverable 16.1	Installed, Made Operable and System Tested System Software for the System Hardware at the Permanent Site – System Upgrade	\$0
Deliverable 16.2 (Key)	Successful User Testing at the Permanent Site – System Upgrade	\$12,993
Deliverable 17	Migration of stored Production Data - System Upgrade	\$0
Deliverable 18.1	System Cutover and Permanent Site Set-up – System Upgrade	\$0
Deliverable 18.2 (Key)	Installed, Made Operable and Tested System Hardware At Permanent Site – System Upgrade	\$12,993
Deliverable 18.3	Installed, Made Operable and System Tested System Software for the System Hardware at the Permanent Site – System Upgrade	\$0
Deliverable 18.4	Successful User Testing – System Upgrade	\$0
Deliverable 18.5	System Cutover to Production Use – System Upgrade	\$0
Deliverable 18.6 (Key)	Production Use of System for Thirty (30) Consecutive Days With No Deficiencies – System Upgrade	\$12,993

Deliverable 18.7	Post Implementation Review Document – System Upgrade	\$0
Deliverable 19 (Key)	Completion and Documentation of Performance Benchmark Verification – System Upgrade	\$16,533
Subtotal (Deliverables 12-19)		\$ 68,505
V.	IMPLEMENTATION AND INSTALLATION SERVICES – System Upgrade	\$ 41,714 ⁽¹⁾
VI.	MAINTENANCE SERVICES – System Upgrade	\$ 0 ⁽²⁾
TOTAL – SYSTEM UPGRADE		\$ 110,219
GRAND TOTAL – Remittance Processing & Image Archive		\$ 2,495,346

Note: Key deliverables are so designated

⁽¹⁾ Billable upon completion and County's approval of Deliverable 18.3.

⁽²⁾ There is no net increase in maintenance costs for System Upgrade. The increased cost for new system hardware and system software is offset by a corresponding decrease in cost for items being removed. Therefore, the Contract's allocated funding as delineated in Paragraph 7 (Contract Sum) of the body of the Agreement for maintenance remains unchanged.

**AMENDMENT NO. 2 TO
COUNTY AGREEMENT NO. 72748**

ATTACHMENT 4

EXHIBIT C

PROJECT SCHEDULE – REMITTANCE PROCESSING & IMAGE ARCHIVE

ADDED PAGE C-3

EXHIBIT C
PROJECT SCHEDULE
REMITTANCE PROCESSING & IMAGE ARCHIVE

System Upgrade		DELIVERY DATE	ASSOCIATED MILESTONE
<u>DELIVERABLE</u>	<u>DESCRIPTION</u>		
Deliverable 12	Project Control Document – System Upgrade	11/19/04	-
Deliverable 13	Project Status Reports – System Upgrade	WEEKLY	
Deliverable 14	Existing County Hardware and Software Approval and Recommendation – System Upgrade	11/19/04	7
Deliverable 15.1 (Key)	Installed, Operable, and Tested System Hardware at Pre Staging Test Site – System Upgrade	12/15/04	8
Deliverable 15.2	Installed, Made Operable and System Tested System Software for System Hardware at the Pre Staging Test Site – System Upgrade	12/15/04	8
Deliverable 15.3	Demonstrated System Testing at Pre Staging Test Site – System Upgrade	12/15/04	8
Deliverable 16.1	Installed, Made Operable, and Tested System Hardware and System Software at Permanent Site – System Upgrade	01/04/05	
Deliverable 16.2 (Key)	Successful User Testing at the Permanent Site - System Upgrade	01/13/05	8
Deliverable 17	Migration of stored Production Data – System Upgrade	01/14/05	-
Deliverable 18.1	System Cutover and Permanent Site Setup – System Upgrade	01/14/05	9
Deliverable 18.2 (Key)	Installed, Made Operable and Tested System Hardware at Permanent Site – System Upgrade	01/15/05	9
Deliverable 18.3	Installed, Made Operable and System Tested System Software for the System Hardware at the Permanent Site – System Upgrade	01/15/05	-
Deliverable 18.4	Successful User Testing – System Upgrade	01/17/05	-
Deliverable 18.5	System Cutover to Production Use – System Upgrade	01/18/05	9
Deliverable 18.6(Key)	Production Use of System for Thirty (30) Consecutive Days With No Deficiencies – System Upgrade	02/17/05	10
Deliverable 18.7	Post Implementation Review Document – System Upgrade	02/17/05	-
Deliverable 19 (Key)	Completion and Documentation of Performance Benchmark Verification – System Upgrade	04/22/05	-

Note: Key deliverables are so designated.

**AMENDMENT No. 2 TO
COUNTY AGREEMENT No. 72748**

ATTACHMENT 5

**EXHIBIT D
SCHEDULE II**

MAINTENANCE FEE SCHEDULE – REMITTANCE PROCESSING & IMAGE ARCHIVE

REPLACED DELETED PAGES D-8 TO D-20

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

I. SYSTEM HARDWARE:					
A. Remittance Processing (Non-Peak Period) -- System Upgrade					
Item No.	Part No. ⁽¹⁾	Description	Qty	Fixed Unit Cost	Monthly System Hardware Maintenance Support Fee
101	3272-3600-8990	Minitower PC, 500 MHZ Pentium III Processor, Transport Controller	3		
	MICROTOUCH	14" Color Touch Screen Monitor	3		
	7780-4211-0000	Stand Consol, Frt, Ink Jet, Pwr, 7780 Document Processing Transport (3)	3	\$1,064.00	\$3,192.00
	7781-1011-0000	4 Pocket Module W/Listers (9)	9	11.00	99.00
	NCR-3239-S001	NCR 3229 Minitower Workstation (includes base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. (1 st Year Only)	3	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade (1 st Year Only)	3	9.50	28.50
	3498-2414-8090	17" Color Monitor (1 st Year Only)	3	0.00	0.00
	HW-WARR-UPG-17	17" Monitor Maintenance Upgrade (1 st Year Only)	3	5.25	15.75
	KTMT-1700-USB	Touch Screen add-on for 17" Monitor (USB) Mail in Service	3	4.40*	13.20*
102	6282-1103-8900	Disk Array Modular Controller	2		
103	3484-1001-8090	S24, Server, CTProc, 500 MHZ P/III (512), ECC, 100FSB, RPS Server	2		
	3498-2278-8090	15" Color Monitor	2		
	4070-1000-AMDI	UPS Line Interactive 1000VA (2)	2	18.25	36.50
	NCR-3526-S004	S2600 base Rack Mount Server, w/base rack mount unit, floppy, power cord, NIC, DVD-ROM, 2-button mouse and keyboard. (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-3526	S2600 Base Unit Maintenance Upgrade (1 st Year Only)	2	29.50	59.00
	3526-F877-0000	1GB DDR SDRAM (2X512MB), PC2100 (2)	2	0	0
	3526-F382-0000	73GB Hard Drive, U320, 10K, SCSI (12)	12	0	0

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

	3526-F414-0000	20/40GB, HH, DDS-4, SCSI Internal Tape Drive (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-F414	20/40GB Tape Drive Maintenance Upgrade	2	8.65	17.30
	3526-F234-0000	PCI-INTEL 10/100/1000 Copper PRO 1000XT (4)	4	0	0
104	3272-3600-8990	Minitower PC, 500 MHZ, Pentium III Processor, RPS Reformatter	4		
	3498-2278-8090	15" Color Monitor	4		
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. (1 st Year Only)	1	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade (1 st Year Only)	1	9.50	9.50
	3498-2414-8090	17" Color Monitor (1 st Year Only)	1	0.00	0.00
	HW-WARR-UPG-17	17" Monitor Maintenance Upgrade (1 st Year Only)	1	5.25	5.25
105	Cables	Cables	1		Not supported
106	3262-2000-WFSI	Desktop, 500, MHZ, 128MB, 4.3GB IDE, RPS Image Display Terminals	8		
	3262-3000-WFSI	Minitower PC, 500 MHZ, 128MB, Screen Scrape	4		
	3498-2390-809 0	19" Col. 26MMDP, TCO95 (12)	12	8.50	102.00
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS Image Display Terminals (8) (1 st Year Only)	8	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade RPS Image Display Terminals (1 st Year Only)	8	9.50	76.00
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. Screen Scrape (4) (1 st Year Only)	4	0.00	0.00

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade Screen Scrape (1 st Year Only)	4	9.50	38.00
107	3272-2600-8990	Desktop, 500MHZ, Pentium III Processor, RPS Queue Services	4		
	3498-2278-8090	15" Color Monitor	4		
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS Queue Services (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-3239	RPS Queue 3239 Base Unit Maintenance Upgrade.	2	9.50	19.00
	3498-2414-8090	17" Color Monitor. RPS Queue Services (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-17	RPS Queue Services - 17" Monitor Maintenance Upgrade.	2	5.25	10.50
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS CAR System (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-3239	RPS CAR - 3239 Base Unit Maintenance Upgrade.	2	9.50	19.00
	3498-2414-8090	17" Color Monitor. RPS CAR System (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-17	RPS CAR - 17" Monitor Maintenance Upgrade	2	5.25	10.50
108	7430-0134-6082	Lexmark Optra 16PPM Laser Printer	2		
	TD-405502	Lexmark T630 35ppm Network Ready Laser Printer – RPS Report Printer	2	62.00*	124.00*
109	3030-K730	External Remote Diagnostic Module	2		
110	3030-K730	Lasat Safire 28.8 Modem	1	0.00	0.00
	4262-1255-9690	Cisco Network Switch	1	25.50	25.50

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

111	310-2574	1U, Flat Panel Monitor/Keyboard/Mouse	1		Not supported
	310-0973	Mouse/Keyboard/Video Switch Box 7" Cable	2		Not supported
	310-0967	8 Port Keyboard/Monitor Switch Box	1		Not supported
	SU3000RMNET	3000VA 120V 5U Rack Mount UPS	1		Not supported
Remittance Processing - System Hardware (Non-Peak Period) – System Upgrade Maximum Monthly Subtotal					\$3,900.50

⁽¹⁾ For System Hardware Items 101 – 107 and 109-110, all part numbers are NCR Corporation; for System Hardware Item 108, part number is Lexmark International, Inc.; and System Hardware Item 111, part number is NCRI.

* For hardware with a 90-day warranty period. Pricing on Exhibit reflects annual maintenance excluding the 90-day warranty period.

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

I. SYSTEM HARDWARE:					
B. Remittance Processing (Peak Period) – System Upgrade					
Item No.	Part No. ⁽²⁾	Description	Qty	Fixed Unit Cost	Monthly System Hardware Maintenance Support Fee
112	3272-3600-8090	Minitower PC, 500 MHZ Pentium III Processor, Transport Controller	3		
	MICROTOUCH	15" Color Touch Screen Monitor	3		
	7780-4211-0000	Stand Consol, Frt, Ink Jet, Pwr, 7780 Document Processing Transport (3)	3	\$1,330.00	\$3,990.00
	7781-1011-0000	4 Pocket Module W/Listers (9)	9	13.75	123.75
	NCR-3239-S001	NCR 3229 Minitower Workstation (includes base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. (1 st Year Only)	3	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade (1 st Year Only)	3	11.75	35.25
	3498-2414-8090	17" Color Monitor (1 st Year Only)	3	0.00	0.00
	HW-WARR-UPG-17	17" Monitor Maintenance Upgrade (1 st Year Only)	3	6.25	18.75
	KTMT-1700-USB	Touch Screen add-on for 17" Monitor (USB) <i>Mail in Service</i>	3	4.40	13.20
113	6282-1103-8000	Disk Array Modular Controller	2		
114	3484-1001-8090	S24, Server, CTProc, 500 MHZ P/III (512), ECC, 100FSB, RPS Server	2		
	3498-2278-8090	15" Color Monitor	2		
	4070-1000-AMDI	UPS Line Interactive 1000VA (2)	2	22.81	45.62
	NCR-3526-S004	S2600 base Rack Mount Server, w/base rack mount unit, floppy, power cord, NIC, DVD-ROM, 2-button mouse and keyboard. (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-3526	S2600 Base Unit Maintenance Upgrade (1 st Year Only)	2	36.75	73.50
	3526-F877-0000	1GB DDR SDRAM (2X512MB), PC2100 (2)	2	0	0

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

	3526-F382-0000	73GB Hard Drive, U320, 10K, SCSI (12)	12	0	0
	3526-F414-0000	20/40GB, HH, DDS-4, SCSI Internal Tape Drive (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-F414	20/40GB Tape Drive Maintenance Upgrade	2	16.00	32.00
	3526-F234-0000	PCI-INTEL 10/100/1000 Copper PRO 1000XT (4)	4	0	0
115	3272-3600-8090	Minitower PC, 500 MHZ, Pentium III Processor, RPS Reformatter	4		
	3498-2278-8090	15" Color Monitor	4		
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. (1 st Year Only)	1	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade (1 st Year Only)	1	11.75	11.75
	3498-2414-8090	17" Color Monitor (1 st Year Only)	1	0.00	0.00
	HW-WARR-UPG-17	17" Monitor Maintenance Upgrade (1 st Year Only)	1	6.25	6.25
116	Cables	Cables	1		Not supported
117	3262-2000-WFSI	Desktop, 500, MHZ, 128MB, 4.3GB IDE, RPS Image Display Terminals	8		
	3262-3000-WFSI	Minitower PC, 500 MHZ, 128MB, Screen Scrape	4		
	3498-2390-809 0	19" Col. 26MMDP, TCO95 (12)	12	10.63	127.56
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS Image Display Terminals (8) (1 st Year Only)	8	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade RPS Image Display Terminals (1 st Year Only)	8	11.75	94.00
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. Screen Scrape (4) (1 st Year Only)	4	0.00	0.00
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade Screen Scrape (1 st Year Only)	4	11.75	47.00

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

118	3272-2600-8990	Desktop, 500MHZ, Pentium III Processor, RPS Queue Services	4		
	3498-2278-8090	15" Color Monitor	4		
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS Queue Services (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-3239	RPS Queue 3239 Base Unit Maintenance Upgrade.	2	11.75	23.50
	3498-2414-8090	17" Color Monitor. RPS Queue Services (2) (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-17	RPS Queue Services - 17" Monitor Maintenance Upgrade.	2	6.25	12.50
	NCR-3239-S001	NCR 3239 Minitower Workstation, w/base minitower case, 512 MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard. RPS CAR System (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-3239	RPS CAR - 3239 Base Unit Maintenance Upgrade.	2	11.75	23.50
	3498-2414-8090	17" Color Monitor. RPS CAR System (1 st Year Only)	2	0.00	0.00
	HW-WARR-UPG-17	RPS CAR - 17" Monitor Maintenance Upgrade	2	6.25	12.50
119	7430-0134-6082	Lexmark Optra 16PPM Laser Printer	2		
	TD-405502	Lexmark T630 35ppm Network Ready Laser Printer – RPS Report Printer	2	77.50*	155.00*
120	3030-K730	External Remote Diagnostic Module	2		
121	3030-K730	Lasat Safire 28.8 Modem	1	0.00	0.00
	4262-1255-9690	Cisco Network Switch	1	31.88	31.88
122	310-2574	1U, Flat Panel Monitor/Keyboard/Mouse	1		Not supported
	310-0973	Mouse/Keyboard/Video Switch Box 7" Cable	2		Not supported
	310-0967	8 Port Keyboard/Monitor Switch Box	1		Not supported
	SU3000RMNET	3000VA 120V 5U Rack Mount UPS	1		Not supported
Remittance Processing - System Hardware (Peak Period) – System Upgrade Maximum Monthly Subtotal					\$4,877.51

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

I. SYSTEM HARDWARE:					
C. Image Archive – System Upgrade					
Item No.	Part No.	Description	Qty	Fixed Unit Cost	Monthly System Hardware Maintenance Support Fee
123	4400-4100-8090	WM4400D NT4 CTO Model, RPS Juke Box Server (CD) (1)	4		
	3498-2278-8090	15" Color Monitor (1)			
	4070-1000-AMDI	UPS Line Interactive 1000VA (1)			
124	3425-3001-8090	NCR S20 Pentium II NT Server (2)	2		
	3498-2278-8090	15" Color Monitor (2)			
	4070-1000-AMDI	UPS Line Interactive 1000VA (2)			
125	DC600-600-32X	CD Jukebox 600 CD Jukebox with 6 drives	3		
126	553921-032	Rimage Autostar w/(2) 8x Drives (1) 48 Hr On Site Service	1	\$257.00	\$257.00
	Dell Optiplex GXi	Dell Optiplex GXi (1)	1	86.00	86.00
	Dell E550	Dell E550 Monitor (1)	1	5.00	5.00
Image Archive - System Hardware – System Upgrade Maximum Monthly Subtotal					\$348.00

⁽²⁾ For System Hardware Items 112-118 and 120-121, all part numbers are NCR Corporation; for System Hardware Item 119, part number is Lexmark International, Inc.; for System Hardware Item 122, part number is Dell; and System Hardware Item No. 126, part number is Rimage Corporation.

* For hardware with a 90-day warranty period; Pricing on Exhibit reflects annual maintenance excluding the 90-day warranty period.

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

II. SYSTEM SOFTWARE					
A. OPERATING SOFTWARE					
1. Remittance Processing – System Upgrade					
Item No.	Part No. ⁽³⁾	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
101	3484-F962	NT Server 4.0 (10-Client)	2		
	TD-456338	Windows 2003 Server 20 User Packs License Only	1	\$14.30	\$14.30
	3239-F680-0000	Windows XP Professional - RPS Image Display Terminals (8)	8	5.32	42.56
	3239-F680-0000	Windows XP Professional – Screen Scraper (4)	4	5.32	21.28
	3239-F680-0000	Windows XP Professional – RPS Queue (2)	2	5.32	10.64
	3239-F680	Windows XP Professional – RPS CAR System (2)	2	5.32	10.64
102	3526-F830-000	Windows 2003 Server SP3 W/5 CAL	2	39.97	79.94
	464580 464582 464591	ArcServe IT Workgroup Edition 6.61 ArcServe IT Disaster Recover 6.61 ArcServe IT Open Files 6.61	3		
103	TD-151747	BrightStor ArcServ Backup Software	2	11.92	23.84
104	RPSX-FPRO	Fox Pro Reformatter	1	0.00	0.00
	452853	Visual Fox Pro 6.0	1	0.00	0.00
105	Pro2000/ Smart Sentinel	Proactive Remote Support Software and Monitoring	4		
106	3239-F680-0000	Window XP Professional RPS Reformatter	1	5.32	5.32
107	G625-8000 G522-0099 G625-0015	7780 Wise IP Transport Software 7780 Bootable Diagnostics S/W 7780 Diagnostic Software NT	3	0	0
	G625-8000-U0000	7780 Image WiseIP 3.0 Upgrade	3	162.00	486.00
108	3239-F680-0000	Windows XP Professional	3	5.32	15.96
109	568-ESO-2	Extended Software Coverage (Recommended) 7X24	1	50.00	50.00
Remittance Processing – Operating Software – System Upgrade Maximum Monthly Subtotal					\$760.48

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

2. Image Archive – System Upgrade					
Item No.	Part No.	Description	Qty	Unit Cost	Total Fixed Price
110	464580	ArcServe IT Workgroup Edition 6.61	3		
	464582	ArcServe IT Disaster Recovery 6.61			
	464591	ArcServe IT Open Files 6.61			
111	3484 F062	NT Server 4.0 (10 Client)	3		
	896353	Workstation Rec. SAW 21 User			
112	SAROMNT JVC600	SmartStore Access 3.0	4		
	SAROMNT DIS600	Smart Store Archive 3.1	2		
Image Archive – Operating Software – System Upgrade Maximum Monthly Subtotal					0.00

⁽³⁾ For Operating Software Items 101, 102, 106 and 108, are Microsoft Corporation; for Operating Software Item 104 is FoxPro Corporation; Operating Software Item 105 is Wausau Financial Systems, Inc.; for Operating Software Item 107, is NCR.

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

B. BASELINE APPLICATION SOFTWARE					
1. Remittance Processing – System Upgrade					
Item No.	Part No. ⁽⁴⁾	Description	Qty	Unit Cost	Monthly System Software Maintenance Support Fee
113	892455	PC Anywhere 9.2	11		
	WINZIP	WinZIP I-net Support	1	\$0.64	\$0.64
	024386	Remote Access Software	1	3.30	3.30
114	GRAYS CRECO	Gray Scale Recognition Software	2	0	0
115	7780 Image	7780 2 Pass Remittance Software	1	0	0
116	7780 Image ADD	2 Pass Remittance Software -Add	2	0	0
117	RPSX-Sert	Image RPS Server 1-30 User	1	0	0
118	IDTIMAGE-10	Image RPS (IDT) S/W 1-10 User	10	0	0
119	IDTIMAGE-20	Image RPS (IDT) S/W 11-20 User	6	0	0
120	7780 Image OCR HS	Image RPS 7780 OCR S/W	3	0	0
121	IMAGARCCSERV	Software Monitoring	2		
	SILVER-INDV	Smart Sentinel – Basic	2	6.60	13.20
122	RPSX-FPRO	Fox Pro Reformatter	1	8.00	8.00
123	RPS CAR	ImageRPS Courtesy Amount	2	629.00	1,258.00
124	896352	Norton Ghost Corp 3.5 Media	4		
	10-896353	Ghost Recovery Software	1	0	0
	896352	Ghost Recovery Media Kit	1	0	0
125	Base SW	Image RPS Base Application (covers Baseline Application Software Items 114-120)	1	3,750.00	3,750.00
Remittance Processing - Baseline Application Software – System Upgrade Maximum Monthly Subtotal					\$5,033.14

⁽⁴⁾ For Baseline Application Software Item 113, part number is Kyris; Baseline Application Software Item 114 includes recognition software written by Kyris and included in the escrow, and the Gray Scale recognition engine owned by Check Solutions and resold by Kyris under the terms of a resellers agreement without rights to the source code and excluded from escrow; for Baseline Application Software Items 115-120, 122, 123, and 125 all part numbers are Kyris Image Software; for Baseline Application Software Item 121, part number is Kyris; and for Baseline Application Software Item 124, part number is Tech Data.

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

2. Image Archive – System Upgrade					
Item No.	Part No. ⁽⁵⁾	Description	Qty	Unit Cost	Monthly System Software Maintenance Support Fee
126	IMGARC	Image RPS Archive Base	1	\$745.00	\$745.00
127	IMGARCCONCUR	1 User Archive Research & Retrieval – (Concurrent User)	20	0	0
128	IMGARCCSER	Software Monitoring	4		
	SILVER-INDV	Smart Sentinel – Basic	1	6.60	6.60
Image Archive - Baseline Application Software – System Upgrade Maximum Monthly Subtotal					\$751.60

⁽⁵⁾ For Baseline Application Software Items 126-127, all part numbers are Kyris Image Software; for Baseline Software Item 128, part number is Kyris.

EXHIBIT D
SCHEDULE II
MAINTENANCE FEES SCHEDULE

C. INTERFACES:					
1. Remittance Processing – System Upgrade					
Item No.	Part No. ⁽⁶⁾	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
129	Screen Scrape	Screen Scrape Interface ⁽⁷⁾ 1a. Interface to Secured Tax Roll (STR) 1b. Interface to Secured Defaulted Tax Roll (SDTR) 1c. Interface to Unsecured Tax Roll (UTR) 1d. Interface to Prior Personal Property (PPP) 1e. Interface to Collections Accounts Receivable Replacement System (CARRS)	1	\$202.00	\$202.00
Remittance Processing – Interfaces – System Upgrade Maximum Monthly Subtotal					\$202.00
2. Image Archive – System Upgrade					
Item No.	Part No.	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Fee
130		N/A			
Image Archive – Interfaces – System Upgrade Maximum Monthly Subtotal					0.00
D. UNALLOCATED FOR CONTINGENCIES – System Upgrade					0.00

⁽⁶⁾ For Interfaces Item 129, part number is Wausau Financial Systems Inc.

⁽⁷⁾ Screen Scrape Interface software consists of five (5) components as shown as items 1a, 1b, 1c, 1d and 1e.

**AMENDMENT NO. 2 TO
COUNTY AGREEMENT NO. 72748**

ATTACHMENT 6

**EXHIBIT A.1
ATTACHMENT B.1**

SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS

REPLACED ATTACHMENT B.1 IN ITS ENTIRETY

**EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS**

I. SYSTEM HARDWARE:					
A. Optima 3 IMS					
Item No.	Part No. ⁽¹⁾	Description	Qty	Unit Cost	Total Fixed Price
1	DELL-RACK-001	DELL PowerEdge Rack with shelf, keyboards , hdwr	1	6,594	6,594
2	NCR-3237-S001	NCR Minitower and components	2	1,666	3,332
	NCR-3239-S001	NCR 3239 Minitower Workstation includes base minitower case, 512MB memory, 40GB hard drive, Ethernet adapter, floppy, power cord, DVD-ROM, mouse and keyboard.	1	0	0 ^(a)
	3498-2414-8090	17" Color Monitor	1	0	0 ^(a)
3	KV-S2065W	Panasonic 65 PPM Duplex Scanner	2	9,499	18,998
	KV-S2065W	Panasonic 65 PPM Duplex Scanner	1	0	0 ^(a)
4	NCR-3526-S002	NCR Base Rack mounted Server, motherboard, disk, RAID, controller, ethernet adapter & related components	1	9,845	9,845
	NCR-3488-S002	NCR Base Rack mounted Server, motherboard, disk RAID, controller, ethernet adapter& related components	1	0	0
5	SP-3320-AC	SANnet 3320 Direct Attach RAID, cabinet, (40) 73GB Drives, Air Management, and 64 BIT PCI 2 channel SCSI	1	48,280	48,280
6	501991-001	Plasmon 10 slot Ultrium Drive and related accessories	1	12,310	12,310
Optima 3 IMS System Hardware Subtotal					99,359
8.25% Sales Tax					8,197
Maximum Total – Optima 3 IMS - System Hardware					107,556

⁽¹⁾ Item 1, Dell Corporation, Items 2, and 4 NCR Corporation, Item 3 Panasonic Corporation, Item 5, Dot Hill, Item 6 Plasmon Corporation.

^(a) Existing County hardware or software purchased under separate agreement.

**EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS**

II. SYSTEM SOFTWARE					
A. OPERATING SOFTWARE					
1. OPTIMA 3 IMS					
Item No.	Part No. ⁽²⁾	Description	Qty	Unit Cost	Total Fixed Price
7	ES-5000-1002	Kofax Adrenaline Software	1	1,095	1,095
	EH-850-1000	Adrenaline 850s SCSI Wide Adapter	1	1,095	1,095
	EH-850-1000	Adrenaline 850s SCSI Wide Adapter	1	0	0 ^(a)
	500350-072	Kofax Cable SCSI1 – SCSI2	1	0	0 ^(a)
8	TD-456327	Windows 2000 Server with 5 clients (2)	1	999	999
	456317	Windows 2000 Professional (2)	1	0	0
	3239-F670-000	Windows XP Professional	1	0	0 ^(a)
9	151934	BrightStor ArcServ Backup Agent for Microsoft	1	1,395	1,395
10	TD-483405	Microsoft SQL Server 2000 CPU license	2	4,999	9,998
11	OBIPW1	Multi User Database License (IMS)	1	5,000	5,000
12	SW PATH 3.2 IS	SAN PATH – Storage Network	1	7,194	7,194
13	SW PATH Media	SAN PATH Media Kit	1	95	95
Optima 3 IMS Operating Software Subtotal					26,871
8.25% Sales Tax					2,217
Maximum Total – Optima 3 IMS - Operating Software					29,088

⁽²⁾ Items 8 & 10 Microsoft Corporation, Item 7 Kofax Software, Item 9 BrightStor Software, Item 11 Hyland Software, Items 12 & 13 SAN PATH

^(a) Existing County hardware or software purchased under separate agreement.

**EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS**

B. BASELINE APPLICATION SOFTWARE					
1. Optima 3 IMS					
Item No.	Part No. ⁽³⁾	Description	Qty	Unit Cost	Total Fixed Price
14	CLIPW1	COLD Processing	1	10,000	10,000
15	DIIPW1	Production Document Imaging 1 st station	1	5,000	5,000
16	DIIPW2	Production Document Imaging Addl stations	1	2,000	2,000
	DIIPW2	Production Document Imaging Additional Station ^(b)	1	2,000	0 ^(b)
17	ACIPW1-A	Automated CD Authoring	1	4,000	4,000
18	RPIPW1	WFS Remittance Processor (RPS Import)	1	10,000	10,000
	ADCHECK	Advanced Check License	1	0	0
19	WFIPD1	Workflow Departmental Server	1	10,000	10,000
20	WWIPN1	Web Workflow Named Workstation Client	35	500	17,500
21	WFIPC1	Web Workflow Concurrent Client	10	1,000	10,000
22	WTIPW1	IMS Browser	1	10,000	10,000
23	CTIPC1	Concurrent Client (IMS)	84	1,200	100,800
24	CTIPW1	Named Workstation Client (IMS)	15	600	9,000
25	024386	Inet Support Software	1	180	180
	PC-Anywhere 32	Software – PC Anywhere 32 V.1	1	0	0
26	INET-CLNT	Inet Support Software- Client	1	40	40
27	WINZIP	WINZIP	1	30	30
Optima 3 IMS - Baseline Application Software Subtotal					188,550
8.25% Sales Tax					15,555
Maximum Total – Optima 3 IMS - Baseline Application Software					204,105

⁽³⁾ Items 14 to 24 Hyland Software, Items 25 and 26, Wausau, Item 27 Iomega.

^(b) Acquisition cost included under Professional Services, Program Modifications and Licenses.

**EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS**

C. INTERFACES:					
1. OPTIMA 3 IMS					
Item No.	Part No. ⁽⁴⁾	Description	Qty	Unit Cost	Total Fixed Price
28 & 29	AEIP11	Application Enabler	1	15,000	15,000
	FMIPI1	E-Forms	1	10,000	10,000
	PTIPC1	Virtual Print Driver	1	2,450	2,450
Optima 3 IMS Interfaces - Subtotal					27,450
8.25% Sales Tax					2,265
Maximum Total – Optima 3 IMS - Interfaces					29,715

⁽⁴⁾ Hyland Software - Server equivalent for entire system versus each individual workstation

Archive System Implementation	Professional Services	1	44,500	44,500
Archive System Integration	Professional Services	1	6,500	6,500
Archive IMS training	Professional Services	1	3,000	3,000
IMS Professional Services Total				54,000
Travel Expenses				10,000
Freight				1,495
Trade in credit for RPS Image Archive License		1	(32,000)	(32,000)
Grand Total				\$403,959

**AMENDMENT NO. 2 TO
COUNTY AGREEMENT NO. 72748**

ATTACHMENT 7

**EXHIBIT D.1
SCHEDULE II**

MAINTENANCE FEE SCHEDULE – OPTIMA 3 IMS

REPLACED DELETED PAGES D.1-8 TO D.1-11

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

I. SYSTEM HARDWARE					
A. OPTIMA 3 IMS					
Item No.	Part No. ⁽¹⁾	Description	Qty	Fixed Unit Cost	Monthly System Hardware Maintenance Support Fee
1	NCR-3237 S001	NCR 3237 Minitower Workstation; HW WARR UPG 3237, 3237 Base Unit Upgrade	2	33.75	67.50
	3498-2620-8090	17" Monitor warranty upgrade	2	17.25	34.50
	HW-WARR-UPG-3239	3239 Base Unit Maintenance Upgrade	1	26.67	26.67
	HW-WARR-UPG-17	17" Color Monitor Maintenance Upgrade	1	14.17	14.17
2	KV S2065W	Panasonic 65ppm Duplex Scanner	2	154.33	308.66
	KV-S2065W	Panasonic 65 Duplex Scanner	1	115.75	115.75
3	NCR-3526-S002	NCR Base Rack mounted Server, motherboard, disk, RAID, controller, ethernet adapter & related components	1	105.41	105.41
	NCR-3488-S002	NCR Base Rack mounted Server, motherboard, disk, RAID, controller, ethernet adapter & related components	1	0	0
	3498-2412-8090	Color Monitor warranty upgrade	1	17.25	17.25
	NCR-S29-SR01	S29 Server	1	48.08	48.08
4	SP-3320 AC	SANnet 3320 Raid;	1	415.75	415.75
		HDA-U3-7K, 73gb 10,000 rpm Ultra3 Disk	40	2.21875	88.75
5	501991-001	Plasmon 10 slot Ultrium Drive and related accessories (2 nd year only)	1	94.17	94.17
Optima 3 IMS– System Hardware Maximum Monthly Subtotal					1st yr 1,242.49 2nd yr 1,336.66

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

II. SYSTEM SOFTWARE					
A. OPERATING SOFTWARE					
1. Optima 3 IMS					
Item No.	Part No.	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
6	ES-5000-1002	Kofax Adrenaline Software	1	17.67	17.67
	EH-850-1000	Adrenaline 850s SCSI Wide Adapter	1	17.66	17.66
	EH-850-1000	Adrenaline 850s SCSI Adapter	1	16.92	16.92
7	TD-456327	Windows 2000 Server/ 5 Clients	1	15.00	15.00
	456317	Windows 2000 Professional	1	0	0
	3239-F670-0000	Windows XP Professional	1	2.17	2.17
8	151934	BrightStor ArcServ Backup Agent for Microsoft	1	21.92	21.92
9	TD-483405	Microsoft SQL Server 2000	2	139.17	278.34
10	OBIPW1	Multi User Database License	1	77.00	77.00
11	SW-PATH3.2-1S	SANpath Storage Network	1	90.00	90.00
12	SW PATH Media	SAN PATH Media	1	0	0
Optima 3 IMS – Operating Software Maximum Monthly Subtotal					536.68

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

B. BASELINE APPLICATION SOFTWARE					
1. Optima 3 IMS					
Item No.	Part No.	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
13	CLIPW1	COLD Processing	1	160.08	160.08
14	DIIPW1	Production Document Imaging (First Station)	1	80.08	80.08
15	DIIPW2	Production Document Imaging (Additional Stations)	1	32.08	32.08
	DIIPW2	Production Document Imaging (Additional Stations)	1	32.08	32.08
16	ACIPW1-A	Automated CD Authoring	1	62.42	62.42
17	RPIPW1	WSF Remittance Processor	1	150.00	150.00
	ADCHECK	Advanced Check License	1	0	0
18	WFIPD1	Workflow Department Server	1	150.00	150.00
19	WFIPW1	Web Workflow Concurrent Client	10	7.50	75.00
20	WWIPN1	Web Workflow Named Workstation Client	35	7.50	262.50
21	CTIPC1	Concurrent Client (1 – 100) each	84	19.25	1617.00
22	CTIPW1	Named Workstation Client (IMS)	15	9.83	147.45
23	024386	Inet Support Software	1	2.92	2.92
	PC-Anywhere 32	Software - PC Anywhere 32V.1	1	0	0
24	INET-CLNT	Inet Support Software – Client	1	.00	.00
25	WINZIP	WinZIP	1	.42	.42
Optima 3 IMS – Baseline Application Software Maximum Monthly Subtotal					2,772.03

Contingency for additional licenses for items 19 through 22 above as set forth at the fixed unit cost above: **\$7,000 – 2,493 (cost for additional licenses)**

4,507.00

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

C. INTERFACES					
1. Optima 3 IMS					
Item No.	Part No. ⁽⁸⁾	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
26 & 27	AEIP1	Application Enabler	1	239.41	239.41
	FMIP1	E-Forms	1	156.67	156.67
	PTIPC	Virtual Print Driver	1	39.17	39.17
Optima 3 IMS – Interfaces Maximum Monthly Subtotal					435.25

Exhibit D.1, Schedule II